



**Rantoul Village Board of Trustees**  
**Regular Board Meeting**  
**Louis B. Schelling Memorial Board Room**  
**Rantoul Municipal Building**  
**July 16, 2019**

1. Call to Order – Mayor Charles Smith  
Invocation  
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
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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 Regular Study Session, [June 4, 2019](#)
  - B) Minutes from Regular Board Meeting, [June 11, 2019](#)
  - C) Minutes from Special Board Meeting, [June 25, 2019](#)

Note: All minutes are drafts until approved at the August 13, 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
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7. Motion to approve Micro Loan to [Kiefer Photography](#) in the amount of \$30,000.00 for 5 yrs. at 2%
8. Motion to approve EDA Loan to Rantoul United [Pentecostal Church](#) in the Amount of \$250,000.00 for 10 years at 4%
9. Motion to authorize and approve the purchase of a Portable Trailer Bypass [Pump](#) from Thompson Pump & Manufacturing - \$53,004.00

10. Motion to authorize and approve the purchase of equipment from Leander Construction, Inc. for [Clarifier improvements](#) at the Waste Water Treatment Plant - \$341,250.00
11. Motion to authorize and approve the purchase of equipment for [HVAC repairs](#) at the Municipal Building from Duden & Silver, Inc. - \$40,298.00
12. Motion to authorize and approve a contract with Bash Pepper Roofing Co. to repair the roof at 707 [Veterans Parkway](#) - \$23,925.00

Section C – Consideration of Ordinances & Resolutions
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13. Motion to pass [Ordinance No. 2614](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS ([508 Eagle Drive](#))
14. Motion to pass [Ordinance No. 2615](#), AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS ([706 Waters Drive](#))
15. Motion to pass [Ordinance No. 2616](#), AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE VII OF CHAPTER 20 OF THE RANTOUL CODE
16. Motion to pass [Ordinance No. 2617](#), AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION [REFUNDING BONDS](#), SERIES 2019, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS
17. Motion to pass [Resolution No. 7-19-1285](#), A RESOLUTION DETERMINING WHETHER THE NEED FOR CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED AS TO ALL OR PART OF MINUTES OF ALL CONFIDENTIAL [CLOSED MEETINGS](#)
18. Motion to pass [CD Resolution No. 295](#), A RESOLUTION OF THE PRESIDENT AND BOARD OF TRUSTEES TO APPROVE THE 2019 ANNUAL [ACTION PLAN](#) (B-19-MC-17-0019) AND TO FILE A SUBMISSION FOR ASSISTANCE UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT, AS AMENDED

Section D – New Business
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*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
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Section F – Adjournment
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19. Motion to Adjourn

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

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

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

**Rantoul Village Board of Trustees  
Regular Study Session  
June 4, 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, Johnson, & Workman – 6.

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; 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 Hall seconded the motion. The Clerk Called the roll and the Motion carried **5 – 0**.

**Public Participation**

Debra Sweat spoke about a number of issues.

**Items from the Mayor**

- Appointment of Planning & Zoning Commission.

**Items from Trustees**

“NONE”

**Items from the Clerk**

- Minutes of Special Board Meeting [May 7, 2019](#).
- Minutes from Regular Study Session, [May 7, 2019](#).
- Minutes from Regular Board Meeting, [May 14, 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, June 11 , 2019.”**

- Approval of Bills and Monthly Financial Reports.

- Ordinance No. 2610, [Budget Amendment](#) VA-FY 20-01 – Community Development.
- Presentation of Storm Warning System.
- Amendment to [Chapter 8, Section 103](#) (g) – Hens.
- Amendment to above ground [tank storage](#) ordinance – Pontiac, LLC.
- Discussion regarding Resolution for joining Vermilion County [Land Bank](#).
- [Engineering Agreement](#) with BHMG for utility system planning – not exceed \$49,400.00.
- Replacement of [silencers on generator](#) No. 10 & No. 11 - \$85,447.58.
- CCGISC [Intergovernmental Agreement](#) Update – New Members.
- Phase I Engineering Agreement with [Hutchison Engineering](#) – North Maplewood Bike Path - \$25,000.00
- Sale of [1221 Enterprise Drive](#).

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 Workman moved to enter into Closed Executive Session and Trustee Johnson seconded the motion. The Clerk Called the Roll and the motion passed **5 – 0**. The Rantoul Village Board entered into Closed Executive Session at 6:50 P.M.

The Rantoul Village Board returned to Open Session at 7:44 P.M.

**Adjournment**

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

MEETING ADJOURNED AT 7:45 P.M

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Mike Graham  
Village Clerk

**APPROVED July 16, 2019**

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Charles Smith  
Village President

**ATTEST:**

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Mike Graham  
Village Clerk

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois do hereby certify that the foregoing minutes are a true and correct copy of the Regular Study Session of the Board of Trustees held June 4, 2019, as the same appears on the records of the Village now in my custody and keeping.

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Mike Graham  
Village Clerk

## Regular Board Meeting

June 11, 2019

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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 Pro Tem Hank Gamel called the proceeding to order.

### **Invocation & Pledge of Allegiance**

The Invocation was given by Pastor Albert Bennett, Bible Baptist 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 Pro Tem Gamel, & Trustees, Wilkerson, Wilson, Johnson and Workman - 5.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Luke Humphrey, Recreation Department; Ken Waters, Fire Chief; Tony Brown, Police Chief; 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 Wilkerson moved to approve the agenda as amended for the meeting. Trustee Wilson seconded the motion. The Clerk Called the Roll and the motion carried **5 - 0**.

### **Public Participation**

NONE.

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

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

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

Motion to authorize and approve a contract with Collins & Hermann, Inc. for the [Wildlife Deterrent Fence](#) (Phase 3) - \$350,379.17. Trustee Johnson moved for approval and Trustee Wilkerson seconded the motion.

Motion to authorize and approve [Engineering Contract](#) with BHMG for electric utility system planning study – not to exceed \$49,400.00. Trustee Wilson moved for approval and Trustee Workman seconded the motion.

Motion to authorize and approve an agreement with Parker Fabrication, Inc. for the [replacement silencers](#) Generators No. 10 and No. 11 in the East Substation - \$85,447.58. Trustee Workman moved for approval and Trustee Wilkerson seconded the motion

Motion to authorize and approve updated language to the Intergovernmental [agreement](#) with the Champaign County Geographic Information System Consortium. Trustee Johnson moved for approval and Trustee Wilson seconded the motion.

Motion to authorize and approve and 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. Trustee Wilson moved to approve and Trustee Workman seconded the motion.

Motion to pass [Ordinance No. 2610](#), AN ORDINANCE REVISING THE ANNUAL [BUDGET](#). Trustee Wilkerson moved for approval and Trustee Johnson seconded the motion.

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. Trustee Wilson moved for approval and Trustee Wilkerson seconded the motion.

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 28-22 (Animals-Hens). Trustee Workman moved for approval and Trustee Wilkerson seconded the motion.

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](#)). Trustee Workman moved for approval and Trustee Wilkerson seconded the motion.

The Clerk Called the Roll:

YEAS: Gamel, Wilkerson, Wilson and Workman – 4.

NAYS: Johnson – 1.

ABSENT: Hall – 1.

The motion carried by a vote of 4 – 1.

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. Trustee Wilson moved for approval and Trustee Johnson seconded the motion.

Trustee Wilson moved to adjourn the meeting and Trustee Johnson seconded the motion.

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

Meeting Adjourned: 6:19 P.M.

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Mike Graham  
Village Clerk

**Approved July 16, 2019**

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Charles Smith  
Village President

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held June 11, 2019 as the same appears on the records of the Village now in my custody and keeping.

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Mike Graham, Village Clerk

BOARD OF TRUSTEES  
VILLAGE OF RANTOUL

AGENDA ITEM	PAGE	OF
<b>ITEM:</b> Semi-Annual Review of Closed Meeting Records	<b>DEPARTMENT:</b> Village Clerk	
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>	
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary) <input type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE:</b> July 9, 2019	
<b>SUMMARY HIGHLIGHTS:</b>  <p>In accordance with the Open Meetings Act, the Village conducts a semi-annual review of the closed session records of the Village Board semi-annually each year to determine which records, if any, are appropriate for release.</p> <p>See attached sheet.</p> <p>Formal action will be taken at the July 16, 2019 Board Meeting</p>  <p>Any member of the Board who wishes to review Closed Session records in advance of the Study Session may do so by making an appointment with the Clerk's office.</p>		
<b>RECOMMENDED ACTION:</b> Enter into Closed Session to approve the previous closed session minutes and review all closed session records for content and possible release		
<b>DEPARTMENT HEAD APPROVAL</b> Michael Graham, Clerk	<b>VILLAGE ADMINISTRATOR</b> 	
<b>AGENDA PAGE NUMBER:</b>		

**CLOSED MEETINGS**  
**June 28, 2019**

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

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
368	August 25, 2004	Special Board Meeting - Administrator	X	
370	August 25, 2004	Specific employee matter - Administrator	X	
370	Sept. 2, 2004	Specific employee matter - Administrator	X	
373	Sept. 7, 2004	Specific employee matter - Administrator	X	
374	Sept. 14, 2004	Specific employee matter - Administrator	X	
375	Sept. 14, 2004	Specific employee matter - Administrator	X	
485	Aug. 8, 2006	Specific employee matter - Econ. Dev. Dir.	X	
493	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
494	Oct. 16, 2006	Specific employee matter - Econ. Dev. Dir.	X	
495	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
496	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
497	Oct. 18, 2006	Specific employee matter - Econ. Dev. Dir.	X	
499	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
500	Nov.2, 2006	Specific employee matter - Econ. Dev. Dir.	X	
502	Nov. 7, 2006	Specific employee matter - Attorney	X	
503	Nov. 13, 2006	Specific employee matter - Econ. Dev. Dir.	X	
506	Dec. 5, 2006	Specific employee matter - Administrator	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	
509	Dec. 14, 2006	Appointment of legal counsel	X	
511	Jan 2. 2007	Specific employee matter - Administrator	X	
516	Feb. 6, 2007	Specific employee matter - Econ. Dev. Dir.	X	
524	March 13, 2007	Specific employee matter - Administrtror	X	
560	Nov. 6, 2007	IBEW Negotiations	X	
560	Nov. 6, 2007	Specific employee matter - IT Director	X	
569	Jan 16. 2008	Specific employee matter - Administrator	X	
576	March 4, 2008	Specific employee matter - HR Manager	X	
578	March 11, 2008	FOP Negotiations	X	
583	April 8, 2008	Specific employee matter - HR Manager	X	
586	April 16, 2008	Specific employee matter - Administrator	X	
587	April 16, 2008	Specific employee matter - Administrator	X	
588	April 17, 2008	Specific employee matter - Administrator	X	
589	April 17, 2008	Specific employee matter - Administrator	X	
593	May 13, 2008	Specific employee matter - Administrator	X	
595	May 22, 2008	Specific employee matter - Administrator	X	
606	July 15, 2008	Specific employee matter - Administrator	X	
611	Aug. 12, 2008	Specific employee matter - Administrator	X	
617	Sept. 9, 2009	FOP Negotiations	X	
619	Oct. 7, 2008	FOP Negotiations	X	
625	Dec. 2, 2008	FOP Negotiations	X	

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

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Oct. 5, 2017	Personnel	X	
	Oct. 10, 2017	Personnel	X	
	Oct. 19, 2017	Personnel	X	
	Nov. 7, 2017	Sale or Lease of Property	X	
	Dec. 5, 2017	Sale or Lease of Property	X	
	Dec. 12, 2017	Sale or Lease of Property	X	
	Jan. 9, 2018	Sale or Lease of Property	X	
	Feb. 3, 2018	Review Closed Session Minutes	X	
	Feb.13, 2018	Board Self-evaluation	X	
	March 6, 2018	Sale or Lease of Property	X	
	March 27, 2018	Real Estate & Personnel	X	
	April 23, 2018	Board Self-evaluation	X	
	May 1, 2018	Real Estate	X	
	May 1, 2018	Litigation	X	
	May 1, 2018	Personnel	X	
	Aug. 1, 2018	Review Closed Session Minutes	X	
	Aug. 28, 2018	Personnel	X	
	Sept. 4, 2018	Sale of Property	X	
	Sept. 4, 2018	Personnel - Administrator	X	
	Sept. 11, 2018	Board Self-evaluation	X	
	Sept. 11, 2018	Personnel - Administrator	X	
	Oct. 2, 2018	Sale of Property	X	
	Oct. 2, 2018	Personnel - Administrator	X	
	Dec. 4, 2018	Sale of Property	X	
	Dec. 4, 2018	Legal Counsel	X	
	Jan. 8, 2019	Review Closed Session Minutes		
	March 5, 2019	Sale or lease of property		
	March 5, 2019	Purchase or lease of property		
	April 2, 2019	FPO Negotiations		
	April 2, 2019	Purchase or lease of property		
	April 2, 2019	Sale or lease of property		
	April 2, 2019	Sale or lease of property		
	May 7, 2019	FPO Negotiations		
	May 7, 2019	Sale or lease of property		
	June 4, 2019	Sale or lease of property		

**RESOLUTION NO. 7-19-1285**

**A RESOLUTION  
DETERMINING WHETHER THE NEED FOR  
CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED  
AS TO ALL OR PART OF MINUTES OF ALL CONFIDENTIAL CLOSED MEETINGS**

**WHEREAS**, Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) requires each public body to periodically, but no less frequently than semi-annually, to meet to review minutes of all closed meetings and to make a determination, reported in open session, that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection, and

**WHEREAS**, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) have met to review the minutes of all closed meetings which remain confidential as of the date hereof as detailed on the attached list (the “**Confidential Closed Meeting Minutes**”) in order to make such determination.

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

**Section 1.** That the Corporate Authorities of the Village hereby expressly find and determine that: (1) confidentiality still exists in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column under the heading “Confidentiality Still Exists”, and (2) confidential treatment is no longer required in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column “To Be Made Available” in that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

**Section 2.** That the Village Clerk shall make those Confidential Closed Meeting Minutes so designated by an “X” in the column “To Be Made Available”, if any, available for public inspection.

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 on the date set forth below.

**PASSED** this 16th day of July, 2019.

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Village Clerk

**APPROVED** this 16th day of July, 2019.

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Village President



Scott Eisenhauer  
Village Administrator

333 S. Tanner Street  
Rantoul, IL 61866

Phone 217.892.6801

To: Micro-Loan Committee  
Fr: Scott Eisenhauer  
Re: Kiefer Photography  
Dt: 28 June 2019

Borrower: Kiefer Photography/Julie Kiefer  
Loan Amount: \$30,000.00  
Term: 5 years  
Rate: 2%  
Monthly Payment: \$525.85  
Collateral: no collateral has been indicated  
Jobs Retained/Created: indicated on application no jobs created or retained

Julie Kiefer, owner of Kiefer Photography, is requesting a micro-loan of \$30,000 for the purpose of repairing their building which was damaged during a storm last summer. In the statement of community benefit, Mrs. Kiefer indicated she "our building in downtown with a working business at that location". Her goals include expanding to include local high school sports, marketing of sports guides, expand design area of the studio, develop online ordering, grown the senior pictures market, and develop commercial work.

Cash Flow: According to the provided "profit and loss" spreadsheet, this business shows, in 2017, revenues totaling \$22,108 with all expenses equaling \$10,493, for a total profit in that year of \$11,615. It is also indicated in her business plan that she expects to see future revenues between \$25,000 to \$30,000 annually based on her expanded opportunities. They are current on their utility payments.

Collateral: In the application, there is no indication of what, if any, collateral is being used to secure this loan request.

**Program Application**

Applicant Information

Julie Kiefer Kiefer Photo 27 2157589 (EIN)

Name Business Tax ID # or SSN  
111 E. Sangamon Rantoul IL 61866

Street Address City State Zip  
217-689-1414 (b) Julie. Kiefer @ Kiefer photography.  
217-282-9543 (h) Email com

Business Location (if different)

Type and History of Business-

Photography + design studio. In business since 2010.

Amount of Loan Requested & Intended Use

\$20,000

To cover building repair costs

Principals (include resumes of principals, co-signors & guarantors)

\$28,000 - Micro loan - Village of Rantoul

Number of Jobs Created or Retained -

Description of Collateral

Other Committed Funding Sources

Business References, including phone numbers

Bank of Rantoul - Loan payment history - 892-2164  
Andy Graham - Rantoul Rec Dept - 217-893-5700  
Travis Flesner - RTHS - 892-2157  
Michelle Ramay - Supt. RCS - 893-5400

Statement of Community Benefit (i.e. provide needed goods/services, increase traffic to a shopping area)

Own downtown Rantoul building w/ a working business in location  
   
   
 

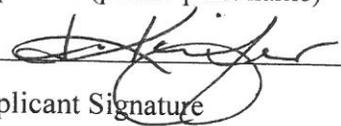
Applicant Disclosure Statement

I Julie Kiefer (Applicant) assert that the preceding information is true and correct and that the loan funds will be used as stated by me in this Application.

Julie Kiefer 6-27-18

Applicant (please print name)

Date

  
Applicant Signature

Owner Disclosure Statement

(Required if Applicant is not the property owner of the parcel being improved)

I \_\_\_\_\_ (Owner) certify that I, as owner of the property at \_\_\_\_\_, give \_\_\_\_\_ (Applicant) authority to implement the described improvements at the property. I further acknowledge that the Village of Rantoul assumes no liability in the event of any dispute between

the Owner and Applicant concerning any building improvement work undertaken by the Applicant.

---

Owner (please print name)

Date

---

Owner Signature

---

Property Address

*Kiefer Photography*  
111 E. Sangamon  
Rantoul, IL 61866  
217.689.1414  
[www.kieferphotography.com](http://www.kieferphotography.com)

## *Business Plan*

**Mission:** Kiefer Photography strives to deliver the unexpected by building lasting relationships with our clients and our community. We want to ensure our clients have tangible memories that will last a lifetime and we do that by offering high quality prints, canvases and albums that they will be proud to showcase in their home for years.

We are excited in what the future holds for our studio. Involving our clients in what we do provides a unique opportunity for us to deliver the quality products they expect from a full-service photography studio.

We believe building relationships in our community is an integral part of doing business. By building relationships, we strive to continually strengthen the bonds that make a town great to live and work in.

**5 SMART Goals:** 1. Expand to additional local high schools for Sports Photography (team and individual photography, as well as action photography).

2. Expand design area of the studio, including the marketing of Sports Guides to additional local schools.

3. Continue to develop the online ordering system to capture additional Team and Individual sales. The online ordering system is easier and more convenient for clients because they can make ordering decisions at home without feeling rushed to make a decision.

4. Continue growing the Senior Experience program. Senior pictures are a large part of our business and we strive to give seniors a session that they will always remember through unique settings, personalized sessions, and specifically designed images (focus on sports, hobbies, etc).

5. Look for more opportunities for commercial work. Performed commercial work for Homrich during the time they were demolishing White Hall. Currently have been asked to do commercial work for a local bank.

**Annual Income Projection:** 2017 Income was ~\$20k. Projected for 2018 is ~\$25-30k

**Revenue Streams:** Senior Photography, Team and Individual Photography (Sports). Additional income streams from Photo Restoration Services, Family Sessions, Education Services (conducting classes), Head Shot Sessions, Rental income from apartment above studio.

**Future Income Projection:** Expand Team and Individual Sports into neighboring communities, design and market sports guides



Scott Eisenhauer  
Village Administrator

333 S. Tanner Street  
Rantoul, IL 61866

Phone 217.892.6801

To: EDA Loan Committee  
Fr: Scott Eisenhauer  
Re: Rantoul United Pentecostal Church  
Dt: 28 June 2019

Borrower: Rantoul United Pentecostal Church  
Loan Amount: \$250,000  
Term: 10 years  
Rate: 4%  
Monthly Payment:  
Collateral: structure located at 1112 Enterprise Drive  
Jobs Retained/Created: all staff members are volunteer

Chris King, Pastor of Rantoul United Pentecostal Church, is requesting an EDA Loan of \$250,000 for the purpose of renovating a building previously owned by the Village. This church was located in a structure owned by the Village, which they have leased for over twenty years. With a projected development occurring on and around the current church property, the Village asked them to relocate. This EDA Loan would aid in the renovation to the interior and exterior of the newly purchased structure, and surrounding grounds, for use as a church. In the statement of community benefit, their mission is to "provide spiritual and mental teaching, encouragement, and applicable life skills training to the community".

Cash Flow: According to the provided "projected income statement" spreadsheet, the Church shows income as \$106,131 for 2016, \$112,413 in 2017, and in 2018 increased to \$124,274. Their projected income for the next three years include \$140,000, \$150,000, and \$160,000. They also indicate total assets of \$106,700, excluding the building they recently purchased from the Village. They are current on their utility payments, both as a church and the Pastor personally.

Collateral: In the application, they indicate using the building recently purchased from the Village, at 1112 Enterprise Drive, as collateral; however, they also indicate additional assets valued at \$106,700.

Program Application

Applicant Information

Rantoul United Pentecostal Church E9990-5906-07

Name Business Tax ID # or SSN  
410 Cuppernell Rantoul IL 61866

Street Address City State Zip  
217-840-9097 CSKing5@Juno.com

Phone Number Email

Business Location (if different)

Type and History of Business-  
Church - 34 years

Amount of Loan Requested & Intended Use

\$250,000. Payment and renovation of building

Principals (include resumes of principals, co-signors & guarantors)

Christopher A. King

Number of Jobs Created or Retained 0

Description of Collateral

Building - 1112 Enterprise dr.

Other Committed Funding Sources

Business References, including phone numbers

Village of Rantoul - 893-11661

MEB Builders - 893-4913

~~Waters~~ Waters ELEC - 892-2396

AI Paving - 217-418-1807

Statement of Community Benefit (i.e. provide needed goods/services, increase traffic to a shopping area)

Provide spiritual and mental teaching, encouragement and applicable life skill training to community

Applicant Disclosure Statement

I Christopher King (Applicant) assert that the preceding information is true and correct and that the loan funds will be used as stated by me in this Application.

Christopher King

5-22-2019

Applicant (please print name)

Date

*Christopher King*

Applicant Signature

Owner Disclosure Statement

(Required if Applicant is not the property owner of the parcel being improved)

I \_\_\_\_\_ (Owner) certify that I, as owner of the property at \_\_\_\_\_, give \_\_\_\_\_

(Applicant) authority to implement the described improvements at the property. I further acknowledge that the Village of Rantoul assumes no liability in the event of any dispute between

the Owner and Applicant concerning any building improvement work undertaken by the Applicant.

---

Owner (please print name)

Date

---

Owner Signature

---

Property Address

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

<b>ITEM:</b> Bond Refinancing	<b>DEPARTMENT:</b> Finance Department
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> \$0
<b>ATTACHMENTS:</b> <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents	<b>DATE:</b> July 3, 2019
<b>SUMMARY HIGHLIGHTS:</b>	
<p>The Village issued a 2013A bond on September 10, 2013, for \$4,995,000 to refinance prior 2006 projects and for the acquisition, construction and installation of a phosphorus removal project for the Wastewater Treatment plant which also included a new digester, SCADA upgrades, and related facility improvements. The present outstanding principal balance is \$4,020,000 with interest rates from 2.50% to 5.15%.</p> <p>The Village is proposing to refund, in advance of the call date of 2023, the entire 2013A bond. The Village would issue Taxable General Obligation Bonds for this purpose since the IRS no longer allows municipalities to issue tax-exempt bonds for the advance refunding of bonds. An escrow account will be set up by the Village, with an Escrow Agent, to make the bond payments until the call date of 2023 occurs. The goal is to obtain more favorable interest rates by refinancing since interest rates have been decreasing and it is anticipated that the Federal Reserve may be decreasing interest rates in July. By obtaining approval from the Board, this gives Administration the authority to refinance bonds if the savings in present value is at least 3.25%.</p> <p>John Vezzetti, the Village's Underwriter, will be available at the July 16 meeting for any follow-up questions.</p>	
<b>RECOMMENDED ACTION:</b> <b>Approve and provide authorization to Administration to refinance the 2013B bond with a minimum of a 3.25% present value savings.</b>	
<b>DEPARTMENT HEAD APPROVAL</b>  	<b>VILLAGE ADMINISTRATOR</b>  

## ORDINANCE NO. 2617

### AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS

**WHEREAS**, the Village of Rantoul, Champaign County, Illinois (the “**Issuer**”), is a home rule unit pursuant to the provisions of Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois and accordingly may exercise any power and perform any function pertaining to its government and affairs, including as supplemented and amended under and as provided by the Illinois Municipal Code (Section 5/1-1-1 *et seq.* of Chapter 65 of the Illinois Compiled Statutes), the Bond Authorization Act, the Registered Bond Act, the Bond Replacement Act, the Local Government Defeasance of Debts Law, and the Local Government Debt Reform Act (collectively, the “**Act**”); and

**WHEREAS**, the President and Board of Trustees of the Issuer (the “**Corporate Authorities**”) determined that it was essential that the Issuer in 2006 undertake projects providing for general facilities and improvements to its municipally-owned and operated water system, wastewater system and stormwater drainage system, including related facilities, improvements and costs (collectively, the “**Prior 2006 Projects**”); and

**WHEREAS**, to finance the Prior 2006 Projects, the Issuer on December 15, 2006 issued \$9,800,000 initial principal amount General Obligation Bonds, Series 2006 (the “**Prior 2006 Bonds**”), pursuant to Ordinance No. 2060, adopted December 5, 2006 (as supplemented and amended, the “**Prior 2006 Ordinance**”); and

**WHEREAS**, the Corporate Authorities determined that it was essential that the Issuer in 2013 to undertake the acquisition, construction and installation of a phosphorus removal project for its wastewater treatment plant, including a new digester, SCADA upgrades and related facilities, improvements and costs (the “**Prior 2013 Projects**”, the Prior 2006 Projects and Prior 2013 Project being, collectively, the “**Prior Projects**”); and

**WHEREAS**, to refinance the Prior 2006 Projects and finance the Prior 2013 Projects, the Issuer on September 10, 2013 issued \$4,995,000 initial principal amount General Obligation Bonds, Series 2013A (the “**Prior 2013 Bonds**”), pursuant to Ordinance No. 2351, adopted September 3, 2019 (as supplemented and amended, the “**Prior 2013 Ordinance**”); and

**WHEREAS**, the Issuer now deems it advisable to refund in advance of maturity all or a portion of the Prior 2013 Bonds and to call and retire on January 1, 2023 all or a portion of the outstanding Prior 2013 Bonds maturing on and after January 1, 2024 (the “**Refunding**”) by funding an escrow account (the “**Escrow Account**”) under an Escrow Agreement (the “**Escrow**”); and

**Agreement**) by and between the Issuer and a financial institution designated as Escrow Agent as provided in this Ordinance (the **“Escrow Agent”**); and

**WHEREAS**, the Corporate Authorities hereby determine that Taxable General Obligation Bonds, Series 2019 (the **“Bonds”**) are to be issued **(i)** to refinance all or a part of the Prior Projects by funding an Escrow Account for the Refunding and **(ii)** to pay related costs of issuance of the Bonds, and under and pursuant to this ordinance it is necessary and desirable that the Issuer issue the Bonds for such purposes; and

**WHEREAS**, to refinance the Prior Projects pursuant to this authorizing ordinance, the Issuer intends to issue up to \$4,020,000 Taxable General Obligation Refunding Bonds, Series 2019 (the **“Bonds”**). The Issuer reasonably expects to receive a proposed bond purchase agreement (which when fully executed constitutes the **“Bond Purchase Agreement”**) from a proposed purchaser (the **“Purchaser”**) pursuant to which Bernardi Securities, Inc., Chicago, Illinois (including authorized successors, the **“Underwriter”**) is to either act as Underwriter to purchaser, underwrite and market the Bonds, or as placement agent in connection with the sale of the Bonds, as described in the Issuer’s Official Statement (in preliminary and final form, the **“Official Statement”**) or placement memorandum (in preliminary and final form, the **“Placement Memorandum”**), as applicable, which the Issuer authorizes to be used in the offer and sale of the Bonds, with respect to which the Issuer will enter into a Continuing Disclosure Undertaking (the **“Disclosure Agreement”**) under Rule 15c2-12 (**“Rule 15c2-12”**) of the Securities and Exchange Commission (the **“SEC”**); and

**WHEREAS**, for convenience of reference only, this ordinance is divided into sections with captions, which shall not define or limit the provisions hereof, as follows:

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

**Section 1. Certain Definitions.** Unless the context or use indicates another or different meaning, certain words and terms used in this ordinance shall have the meanings set forth above in the preambles and recitals hereto and from place to place herein.

(a) Certain words and terms shall have the meanings set forth in this Section 1, as follows:

“**Bond Order**” shall have the meaning thereof in Section 3(d).

“**Bond Registrar**” means the designated municipal officer, financial institution or trust company, through its designated office, as Bond Registrar in connection with the Bonds, and its successors and assigns.

“**Bonds**” means the Taxable General Obligation Refunding Bonds, Series 2019, authorized under and pursuant to this ordinance.

“**Code**” means the Internal Revenue Code of 1986, as amended, and includes applicable Income Tax Regulations.

“**Commitment**” means an Insurer’s Commitment, if any, for a Policy in connection with the Bonds.

“**Corporate Authorities**” means the Issuer’s President and Board of Trustees.

“**Depository**” means any automated depository for securities and a clearinghouse for securities transactions with respect to the Bonds, and its authorized successors, initially The Depository Trust Company (“**DTC**”), New York, New York.

“**Disclosure Agreement**” means the Issuer’s Continuing Disclosure Undertaking under Rule 15c2-12 in connection with the Bonds.

“**Escrow Account**”, “**Escrow Agent**”, and “**Escrow Agreement**” each shall have the meaning in the recitals in the preamble to this ordinance.

**“Insurer”** means, if any, the issuer of a Policy securing the payment when due of the principal of and interest on the Bonds.

**“Levied Taxes”** means the receipts, if any are required, derived from the levy of general taxes without limit as to rate or amount as provided for in Section 8 of this ordinance securing and to pay the principal of and interest on the Bonds.

**“Maximum Annual Debt Service”** means an amount of money equal to the highest future principal and interest requirement of all Outstanding Bonds required by this ordinance in any Bond Year (i.e., each annual period ending on January 1), including and subsequent to the Bond Year in which the computation is made; and any Outstanding Bonds required to be redeemed pursuant to mandatory redemption shall be treated as falling due on the date required to be redeemed (except in the case of failure to make any such mandatory redemption) and not on the stated maturity date of such Outstanding Bonds.

**“Ordinance”** or **“ordinance”** means this ordinance as originally adopted and as the same may from time to time be amended or supplemented pursuant to and in accordance with the terms hereof.

**“Outstanding Bonds”** means Bonds which are outstanding and unpaid; provided, however, such term shall not include Bonds **(a)** which have matured and for which monies are on deposit with proper paying agents or are otherwise sufficiently available to pay all principal thereof and interest thereon; or **(b)** the provision for payment of which has been made by the Issuer pursuant to this ordinance.

**“Paying Agent”** means the designated municipal officer, financial institution or trust company, through its designated payment office, as Paying Agent in connection with the Bonds, and its successors and assigns.

**“Policy”** means, if any, an Insurer’s bond insurance policy or other credit facility, insuring and securing the scheduled payments when due of the principal of and interest on the Bonds.

**“Prior Projects”** shall have the meaning as set forth in the recitals and the preamble to this ordinance.

**“Refunding”** shall have the meaning set forth in the recitals in the preamble to this ordinance.

**“Qualified Investments”** means, subject to the limitations applicable in connection with an Insurer’s Policy, if any, investments in Government Securities and such other investments as may from time to time be permissible under the laws of the State of Illinois.

**“Rule 15c2-12”** means Rule 15c2-12 promulgated by the Securities and Exchange Commission (“SEC”).

“**Tax Intercept Agreement**” means the Tax Intercept Agreement by and among the Issuer, the Paying Agent, as Tax Escrow Agent and the County Collector of Champaign County, Illinois, in connection with the direct payment of Levied Taxes by the County Collector to the paying Agent.

(b) Any certificate, letter or opinion required to be given in connection herewith shall mean a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like shall mean that such shall be only written whether or not a writing is specifically mentioned in the context of use. In connection with the foregoing and other actions to be taken under this ordinance, the Issuer’s Village President (or applicable designee), unless applicable law requires action by the Issuer’s Corporate Authorities, shall have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this ordinance for and on behalf of the Issuer and with the effect of binding the Issuer in that connection. In connection herewith concerning written direction or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction or authorization orally by telephone, other telecommunication or otherwise, confirmed in writing, shall be appropriate and is hereby approved. Failure of the investing agent to actually receive such written confirmation shall not render invalid or ineffective any such oral direction or authorization.

(c) In the event there is no Insurer or Policy, references to “**Insurer**” and “**Policy**” in this ordinance shall be given no effect.

**Section 2. Findings.** The Corporate Authorities hereby find that the matters set forth in the preambles and recitals hereto are true and correct and incorporate them herein by this reference and that it is necessary and in the best interests of the Issuer that the Issuer refinance the Prior Projects by refunding the Prior 2013 Bonds and that the Bonds be issued at one time or from time to time for such purpose. Proceeds of the Bonds are hereby allocated for such purpose. Section 1-2-4 of the Illinois Municipal Code shall not apply to this ordinance.

**Section 3. Bond Details.** There shall be borrowed for and on behalf of the Issuer the principal amount of not to exceed \$4,020,000 (to be evidenced by the Bonds) (i) to refinance the Prior Projects by the Refunding and (ii) to pay related costs.

(a) **General.** Each of the Bonds shall be designated: “**Taxable General Obligation Refunding Bonds, Series 2019**”. The Bonds shall be dated as of or before the date of issuance of the Bonds as the Underwriter accepts or approves, and shall also bear the date of authentication, shall be in fully registered form, shall be in denomination of \$5,000 each and authorized integral multiples thereof, shall be numbered 1 and upward in the order of their issuance, and shall bear interest at the rate or rates (but not to exceed 5.00%) and shall mature and become due and payable (subject as hereinafter provided to prior redemption, as applicable) in the principal amount on January 1 in each of the years commencing on or after 2020 and ending on or before 2033, as shall be specified in a Bond Order.

The Bonds shall bear interest from their date, or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on the first (1<sup>st</sup>) days of January and July of each year, commencing as specified in an applicable Bond Order. Principal of and premium (if any) on each Bond shall be paid in lawful money of the United States of America, at the designated payment office of the Paying Agent. Interest on each Bond shall be paid from available funds therefor, as provided in this ordinance, by check or draft of the Paying Agent to the person in whose name such Bond is registered at the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the calendar month next preceding the interest payment date. As provided in a Bond Order, interest on each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.

(b) **Execution.** The Bonds shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer and shall be signed by the manual or duly authorized manual or facsimile signatures of the Village President and Village Clerk of the Issuer, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

(c) **Authentication.** All Bonds shall have thereon a certificate of authentication substantially in the form therefor hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the Issuer and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance.

(d) **Bond Order.** The Bonds shall bear interest at such rates and mature in the principal amount in each year, but not exceeding the aggregate of \$4,020,000 as set forth above, if different than as set forth above, shall be insured, shall be subject to optional redemption and/or mandatory redemption, and shall have such other terms and provisions as set forth in a Bond Order, if any, as applicable to the Bonds. For purposes of the foregoing and otherwise in this ordinance, the term “**Bond Order**” shall mean a certificate signed by the Village President, and attested by the Village Clerk and under the seal of the Issuer, setting forth and specifying details of the Bonds, including, as the case may be, but not limited to, reconfiguration of the form of the Bonds if not printed in definitive form, series designation, identification of the Bond Registrar, Paying Agent, other fiscal agent, Purchaser or Underwriter, final interest rates, Levied Taxes, dated date, optional and mandatory call provisions, payment dates, conditional call features, issue price, series designation, reoffering premium, original issue discount (“**OID**”),

Insurer and Policy, applicability of any Tax Intercept Agreement, and the final maturity schedule, under this ordinance. The Bonds shall be conformed to an applicable Bond Order.

**Section 4. Redemption.** The Bonds shall be subject to optional redemption prior to maturity as set forth in this Section 4, and not otherwise.

**(a) Optional Redemption.** Bonds maturing on and after the date specified in a Bond Order shall be subject to optional redemption prior to maturity on and after the date specified in a Bond Order, in whole or in part on any date, in the principal amount from such maturities or in any order of maturity specified by the Issuer (but in inverse order if none is specified) at a redemption price equal to the principal amount to be redeemed, plus accrued interest to the date fixed for redemption.

**(b) Mandatory Redemption.** This paragraph (ii) shall apply only to the extent a Bond Order shall specify any Term Bonds, and otherwise shall not apply. Bonds so specified as Term Bonds (the “**Term Bonds**”), if any, are subject to mandatory sinking fund redemption in the principal amount on January 1 of the years so specified.

At its option before the 45th day (or such lesser time acceptable to the Bond Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds as appropriate certificate of direction and authorization executed by the Village President or Village Comptroller may: **(i)** deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or **(ii)** furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the Issuer; or **(iii)** received a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in such order as the Issuer shall specify (but in chronological order if there is no such specification), and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than \$5,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of \$5,000 or any authorized integral multiple thereof.

**(c) Procedure.** The Issuer covenants that it will redeem Bonds pursuant to the redemption provisions applicable to such Bonds. Proper provision for redemption having been made, the Issuer covenants that the Bonds so selected for redemption shall be payable as at maturity.

The Issuer shall, at least 45 days prior to an optional redemption date (unless a shorter time shall be satisfactory to the Bond Registrar), notify the Bond Registrar of such redemption date and of the principal amount of Bonds to be redeemed. No such notice shall be required in the case of mandatory redemption under subsection (b) above. In the event that less than all of the Bonds of a particular series or maturity are called for redemption as aforesaid, as necessary, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days or less than thirty (30) days prior to the redemption date by the Bond Registrar by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions

thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion. The Bond Registrar shall promptly notify the Issuer in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, presentment for payment being conclusively such a waiver, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by each such registered owner to the Bond Registrar.

All notices of redemption shall include at least the information as follows: **(1)** the identification of the particular Bonds to be redeemed; **(2)** the redemption date; **(3)** the redemption price; **(4)** if less than all of the Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed; **(5)** a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after such date; and **(6)** the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Paying Agent.

Prior to any redemption date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, together with accrued interest, and from and after such date (unless the Issuer shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice nor any defect in any notice so mailed to any particular registered owner of a Bond shall affect the sufficiency of such notice with respect to any other registered owner. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or the redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid from available funds therefor by the Paying Agent at the redemption price. Interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for the partial redemption of any Bond, there shall be

prepared for the registered owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal.

If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal, and premium, if any, shall, until paid, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be marked cancelled by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice set forth above, further notice shall be given by the Bond Registrar on behalf of the Issuer as set out below, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Each such further notice of redemption shall be sent at least thirty (30) days before the redemption date to all registered securities depositories then holding any Bonds and, in the Bond Registrar's sole discretion, to one or more national information services that disseminate notice of redemption of obligations such as the Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall identify the Bond or Bonds, or portion thereof, being redeemed with the proceeds of such check or other transfer.

**Section 5. Registration of Bonds and Book-Entry.** The Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein and related to book-entry only registration.

(a) **General** This subsection (a) is subject to the provisions of subsection (b) concerning book-entry only provisions. The Issuer shall cause books (the "**Bond Register**") for the registration and for the transfer of the Bonds as provided in this ordinance to be kept at the designated corporate trust office of the Bond Registrar, which is hereby constituted and appointed the Bond Registrar of the Issuer. The Issuer is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the Issuer for use in the issuance from time to time of the Bonds and in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the designated corporate trust office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by the registered owner or such owner's attorney duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and maturity of authorized denominations, for

a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at the designated office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same series and maturity of other authorized denominations. The execution by the Issuer of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15<sup>th</sup>) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, premium (if any) or interest on any Bond shall be made only to or upon the order of the registered owner thereof or such registered owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the Issuer or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds exchanged in the case of the issuance of a Bond or Bonds for the outstanding portion of a Bond surrendered for redemption.

The Village President or Village Comptroller may, in his or her discretion at any time, designate a bank with trust powers or trust company, duly authorized to do business as a bond registrar, paying agent, or both, to act in one or both such capacities hereunder, in the event the Village President or Village Comptroller shall determine it to be advisable. Notice shall be given to the registered owners of any such designation in the same manner, as near as may be practicable, as for a notice of redemption of Bonds, and as if the date of such successor taking up its duties were the redemption date.

**(b) Book-Entry-Only Provisions.** Unless otherwise set forth in a Bond Order, the Bonds shall be issued in the form of a separate single fully registered Bond of each series for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register therefor in a street name of the Depository, or any successor thereto, as nominee of the Depository. The outstanding Bonds from time to time shall be registered in the Bond Register in a street name, as nominee of the Depository. If not already done, the Village President or Village Comptroller is authorized to execute and deliver on behalf of the Issuer such letters to or agreements with the Depository as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to herein as the "**Representation Letter**"). Without limiting the generality of the authority given to the Village President or Village Comptroller with respect to entering into such Representation Letter, it may contain provisions relating to **(a)** payment procedures, **(b)** transfers of the Bonds or of beneficial

interest therein, (c) redemption notices and procedures unique to the Depository, (d) additional notices or communications, and (e) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices.

With respect to Bonds registered in the Bond Register in the name of a nominee of the Depository, the Issuer and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which the Depository holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**Depository Participant**”) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds. Without limiting the meaning of the foregoing, the Issuer and the Bond Registrar and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the nominee, or any Depository Participant with respect to any ownership interest in the Bonds, (b) the delivery to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any Depository Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds.

As long as the Bonds are held in a book-entry-only system, no person other than the nominee of the Depository, or any successor thereto, as nominee for the Depository, shall receive a Bond certificate with respect to any Bonds. Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new nominee in place of the prior nominee, and subject to the provisions hereof with respect to the payment of interest to the registered owners of Bonds as of the close of business on the fifteenth (15th) day of the month next preceding the applicable interest payment date, the reference herein to nominee in this ordinance shall refer to such new nominee of the Depository.

In the event that (a) the Issuer determines that the Depository is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the agreement among the Issuer, the Bond Registrar, the Paying Agent and the Depository evidenced by the Representation Letter shall be terminated for any reason or (c) the Issuer determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Depository and the Depository Participants of the availability of Bond certificates, and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of a nominee of the Depository. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a book-entry system, as may be acceptable to the Issuer, or such depository’s agent or designee, and if the Issuer does not select such alternate book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. Notwithstanding any other provision of this ordinance to the contrary, so long as any Bond is registered in the name of a nominee of the Depository, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

**Section 6. General Obligation.** The Bonds are and constitute general obligations of the Issuer to which are pledged the full faith and credit of the Issuer, including a levy of direct annual taxes without limit as to rate or amount sufficient to pay when due the principal thereof and interest thereon, constituting the Levied Taxes. The Issuer reserves the right to apply designated available revenues to the payment of the Bonds and to abate the Levied Taxes with respect to which such designated available revenues have been applied, as provided in Section 8, and not otherwise.

**Section 7. Form of Bonds.** With appropriate completion of blanks and other modifications, including, as the case may be, reordering of paragraphs, the inclusion of the printer's abbreviations with respect to the status of registered ownership and an Insurer's standard Statement of Insurance, and, while the Bonds are held by the Depository in full book entry form, a schedule with respect to prepayments upon redemption showing the date of prepayment, the principal amount prepaid, the interest paid, the principal balance and the Paying Agent's endorsement, the Bonds shall be in substantially the form as follows:

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



business on the fifteenth (15<sup>th</sup>) day (whether or not a business day) of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Paying Agent, payable in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[Insert, as applicable: Interest on each Bond also may be payable by wire or electronic transfer to (and at the expense of) any registered owner of a Bond or Bonds (as of the applicable record date) holding an aggregate principal amount of \$500,000 or more when such registered owner shall have requested such wire or electronic transfer payment to a bank in the continental United States by written instruction (with sufficient directions, including bank address and routing and account numbers) to the Paying Agent at least fifteen (15) days prior to an interest payment date.]

This Bond and each Bond of the series of which it forms a part (the “**Bonds**”) are issued pursuant to the Constitution and laws of the State of Illinois, including by the power and authority of the Issuer as a home rule unit under Section 6 (Powers of Home Rule Units) of Article VII (Local Government) of the Constitution of the State of Illinois, as supplemented and amended, including by the Illinois Municipal Code and the Local Government Debt Reform Act, and the principal of and interest and any premium on the Bonds are payable from ad valorem taxes duly levied without limit as to rate or amount on all of the taxable property in the Village of Rantoul, Illinois. The Bonds of this series are being issued (i) to refund certain prior general obligation bonds, and (ii) to pay related costs of issuance of the Bonds, as authorized by applicable law and as more fully described in proceedings adopted by the Issuer’s President and Board of Trustees (the “**Corporate Authorities**”) pursuant to the constitution and applicable law of the State of Illinois and in Ordinance No. \_\_\_\_ authorizing the issuance of the Bonds, adopted by the Corporate Authorities on the \_\_\_\_ day of \_\_\_\_\_, 2019 (the “**Bond Ordinance**”). For the prompt payment of the Bonds, both principal and interest as aforesaid, at maturity or mandatory redemption, the full faith and credit of the Issuer, including the power to levy taxes without limit as to rate or amount, are hereby irrevocably pledged.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Bond Ordinance. Upon surrender for transfer or exchange of any Bond at the designated payment office of the Bond Registrar in \_\_\_\_\_, \_\_\_\_\_, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such registered owner duly authorized in writing, the Issuer shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

[Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.]

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the fifteenth (15th) day of the calendar month next preceding any interest payment date on such Bond and ending on such interest payment date, nor to transfer or exchange any Bond after notice calling such Bond for prepayment has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of prepayment and redemption of any Bonds.

The Issuer, the Paying Agent and the Bond Registrar may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes and neither the Issuer nor the Paying Agent or Bond Registrar shall be affected by any notice to the contrary.

[Insert and adapt, as applicable: Bonds maturing on and after January 1, 20\_\_, shall be subject to optional redemption prior to maturity on and after January 1, 20\_\_, in whole or in part on any date, in the principal amount from such maturities or in any order of maturity specified by the Issuer (but in inverse order if none is specified), at a redemption price equal to the principal amount to be redeemed, plus accrued interest to the date fixed for redemption. OR: The Bonds are not subject to optional redemption prior to maturity.]

[Insert and adapt, as applicable: Bonds maturing on January 1 of the years 20\_\_, 20\_\_ and 20\_\_ are Term Bonds (the “**Term Bonds**”) and are subject to mandatory sinking fund redemption in the principal amount on January 1 in each year, as follows:

<u>Jan. 1, 20</u>	<u>Term Bonds</u>	<u>Jan. 1, 20</u>	<u>Term Bonds</u>	<u>Jan. 1, 20</u>	<u>Term Bonds</u>
<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
<u>Amount(\$)</u>		<u>Amount(\$)</u>		<u>Amount(\$)</u>	

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\* To be paid at maturity unless previously retired.]

It is hereby certified and recited that all conditions, acts and things required by the constitution and laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the Issuer, represented by the series of Bonds of which this Bond is one, and including all other indebtedness of the Issuer, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the levy of general taxes without limit as to rate or amount on all taxable property within the Issuer’s corporate limits to pay when due the principal of and interest on the series of Bonds of which this Bond is one.

[Unless waived by the registered owner of Bonds to be redeemed, notice of any such redemption shall be given by the Bond Registrar on behalf of the Issuer by mailing the redemption notice by first class mail not less than thirty (30) days and not more than sixty (60) days prior to the date of fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished

in writing by such registered owner to the Bond Registrar. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice.]

[Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Issuer shall default in the payment of the redemption) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, such Bonds shall be paid by the Paying Agent at the redemption price. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.]

The rights and obligations of the Issuer and of the registered owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the Issuer and of the registered owners of not less than two-thirds (2/3rds) in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the Issuer to pay the principal, interest or redemption premium, if any, from the designated sources therefor, in the manner at the time and place and at the rate and in the currency provided therein of any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

The Issuer, the Bond Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer, the Bond Registrar and the Paying Agent shall not be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar. Notwithstanding any other provision hereof, at any time that the Bonds are registered in the name of a securities depository or its nominee, the manner and timing of payment of Bonds shall be governed by the agreement entered into with such securities depository.

**IN WITNESS WHEREOF** the Village of Rantoul, Champaign County, Illinois, by its Village President and Board of Trustees, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Village President and attested by the manual or duly authorized facsimile signature of its Village Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

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

Attest:

\_\_\_\_\_  
Village President, Village of Rantoul,  
Champaign County, Illinois

(SEAL)

\_\_\_\_\_  
Village Clerk, Village of Rantoul,  
Champaign County, Illinois

**Bond Registrar** \_\_\_\_\_  
**Paying Agent:** \_\_\_\_\_, \_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication: \_\_\_\_\_

This Bond is one of the Taxable General Obligation Refunding Bonds, Series 2019, having a Dated Date of \_\_\_\_\_, 2019, of the Village of Rantoul, Champaign County, Illinois.

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, as Bond Registrar

By \_\_\_\_\_  
Authorized Signer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_

\_\_\_\_\_  
(Name, Address and Tax Identification of Assignee)

the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_  
\_\_\_\_\_ as attorney to transfer the within  
Bond on the books kept for registration thereof with full power of substitution in the premises.

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

Signature Guarantee By:

\_\_\_\_\_  
(Name of Eligible Guarantor Institution as defined  
by SEC Rule 17 Ad-15 (17 CFR 240.1 Ad-15))

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

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**Section 8. Tax Levy.** For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity or upon mandatory redemption, there is hereby levied upon all of the taxable property within the Village of Rantoul, Illinois, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for the purpose; and there are hereby levied on all of the taxable property in the Village of Rantoul, Illinois, in addition to all other taxes, with a reasonable allowance for delinquencies under Section 16 of the Local Government Debt Reform Act, direct annual taxes (constituting the Levied Taxes) for the levy years commencing not before 2019 and ending not later than 2032, as shall be specified in a Bond Order.

Available revenues and receipts from funds on hand (and not subject to a prior pledge) shall be deposited into the Principal and Interest Account and applied to pay first debt service on Bonds or to reimburse the Issuer for such payments. Interest or principal on the Bonds coming due at any time when there are insufficient funds on hand from the Levied Taxes to pay the same shall be paid promptly when due from current funds on hand (and not subject to a prior pledge) in advance of the collection of the Levied Taxes herein levied; and when the Levied Taxes shall have been collected, reimbursement shall be made to such funds in the amount so advanced.

Whenever funds from any lawful source are irrevocably on deposit in the Principal and Interest Account for the purpose of paying any principal of or interest on the applicable Bonds so as to enable the abatement of the taxes levied herein for the payment of same, the Corporate Authorities shall, by proper proceedings, direct the irrevocable deposit of such funds into the Principal and Interest Account and further shall direct or through appropriate officers certify the abatement of the taxes by the amount so deposited. A certified copy of any such certificate of abatement and of any such proceedings abating taxes shall be filed with the County Clerk of The County of Champaign, Illinois, in a timely manner to effect such abatement. Abatement to reflect lower principal and/or interest rates than provided in Section 3 is authorized.

The Issuer covenants and agrees with the purchasers and owners of the Bonds that so long as any of the Bonds remain outstanding and unless and to the extent that moneys are then irrevocably on deposit in the Principal and Interest Account, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the issuer to levy and collect the foregoing tax levy. The Issuer and its officers will comply with all present and future applicable laws in order to assure that the Levied Taxes may be levied, extended, collected and deposited into such Principal and Interest Account, all as provided herein and in the applicable Tax Intercept Agreement. Levied Taxes when received by or on behalf of the Issuer shall be directly deposited into the Principal and Interest Account.

**Section 9. Filing with County Clerk.** Promptly, as soon as this ordinance becomes effective and prior to issuance of any Bonds, a copy of this ordinance, certified by the Issuer's Village Clerk, shall be filed with the County Clerk of The County of Champaign, Illinois; and such County Clerk shall in and for each of the years authorized in Section 8, ascertain the rate percent required to produce the aggregate tax hereinbefore provided to be levied in each such year and in such County; and such County Clerk shall extend the same for

collection on the tax books in connection with any other taxes that may be levied in each such year in and by the Issuer for general corporate purposes of the Issuer; and in each such year such annual tax shall be levied and collected by and for and on behalf of the Issuer in like manner as provided by law for the levy and collection of taxes for general corporate purposes for each such year, without limit as to either rate or amount, and in addition to and in excess of all other taxes.

**Section 10. Special Accounts.** There are hereby created and established certain special accounts of the Issuer, which are trust funds established for the purpose of carrying out the covenants, terms and conditions imposed upon the Issuer by this ordinance.

The Levied Taxes are to be paid to the Village Comptroller or other appropriate financial officer who collects or receives the Levied Taxes. Whenever the Village Comptroller or such other officer receives any of the Levied Taxes, he or she shall promptly deposit the same into the appropriate account or accounts under this ordinance and shall be used by the Issuer solely and only for the purpose of carrying out the terms and conditions of this ordinance and shall be deposited as hereinafter provided to the separate account hereby created to be known as the **“Principal and Interest Account”** in connection with debt service on the Bonds. Provided, however, that during any period that a Tax Intercept Agreement is in effect with respect to the Bonds, Levied Taxes as collected shall be distributed and applied according to the Tax Intercept Agreement.

(a) **The Principal and Interest Account.** The Village Comptroller or other appropriate financial officer shall first credit to and upon receipt shall immediately deposit into the Principal and Interest Account all funds allocated and pledged by the Corporate Authorities to pay debt service on the Bonds and receipts of any Levied Taxes extended and collected for such purpose. Such funds and Levied Taxes shall be immediately credited in full to the Principal and Interest Account. Moneys to the credit of the Principal and Interest Account shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds, as the same become due upon maturity, redemption or due date.

Pursuant to Section 13 of the Local Government Debt Reform Act, all monies deposited or to be deposited into the Principal and Interest Account, including any tax receipts derived from the Levied Taxes pursuant to this Ordinance, are pledged as security for the payment of the Bonds. While any Bonds remain outstanding and unpaid, the Levied Taxes to be made as provided by this Ordinance shall be for the sole benefit of the owners of the outstanding Bonds and such owners shall have and are granted a security interest in, and a lien upon, all rights, claims and interests of the Issuer arising pursuant to those levies and all present and future proceeds of such levies. The security interest in and lien upon those rights, claims and interests are valid and binding from the time the Bonds are issued, and shall immediately attach to (i) the tax receipts wherever held, (ii) amounts held in the Principal and Interest Account and other funds pledged for the benefit of holders of the Bonds, and (iii) those rights, claims and interests pledged hereby, without any physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer irrespective of whether such parties have notice thereof.

The Pledge is an agreement between the Issuer and the bondholders to provide security for the Bonds in addition to any statutory lien.

(b) **Investments**. The moneys on deposit in the Bond Proceeds Fund and the accounts and subaccounts in (a) above may be invested from time to time in Qualified Investments, including authorized investment securities under an Escrow Agreement. Any such investments may be sold from time to time by the Issuer as moneys may be needed for the purposes for which the Bond Proceeds Fund and such accounts and subaccounts have been created. In addition, the Village Comptroller or other appropriate financial officer shall sell such investments when necessary to remedy any deficiency in the Bond Proceeds Fund or such accounts and subaccounts created in (a) above. Any earnings or losses on such investments shall first be attributed to the applicable Principal and Interest Account so long as the balance in such Account is less than the debt service requirements thereof. Investments shall be valued by the Issuer at least annually (on a consistent basis as determined by the Issuers) at the lower of cost or market.

**Section 11. General Covenants.** The Issuer covenants and agrees with the owners of the Bonds, that so long as any Bonds remain outstanding and unpaid:

(a) The Issuer will punctually pay or cause to be paid the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements hereof.

(b) The Issuer will pay and discharge, or cause to be paid and discharged any and all lawful claims which, if unpaid, might become a lien or charge upon the funds pledged to pay debt service on the Bonds, including the Levied Taxes, or any part thereof, or upon any funds in the hands of the Paying Agent, or which might impair the security of the Bonds. Nothing herein contained shall require the Issuer to make any such payment so long as the Issuer in good faith shall contest the validity of such claims.

(c) The Issuer will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Issuer, in which complete and correct entries shall be made of all transactions relating to funds pledged to pay debt service on the Bonds, including the Levied Taxes. Such books of record and accounts shall at all times during business hours of the Issuer be subject to the inspection of the registered owners of not less than ten per cent (10%) (or such lesser percentage as may be required by applicable law) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

(d) The Issuer will preserve and protect the security of the Bonds and the rights of the owners of the Bonds, including without limitation the right at all times to receive and apply the funds pledged to pay debt service on the Bonds, including the Levied Taxes, in the manner, at the time and with the effect contemplated by this ordinance, with respect to which, among other things, the Issuer covenants to strictly comply with all requirements of applicable law in connection therewith and herewith, and will warrant and defend their rights against all claims and demands of all persons.

(e) The Issuer will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to

carry out the intention of, or to facilitate the performance of, this ordinance, and for the better assuring and confirming unto the registered owners and beneficial owners of the Bonds, the Paying Agent, Bond Registrar and Escrow Agent of the rights and benefits provided in this ordinance.

(f) As long as any Bonds are Outstanding, the Issuer will continue to deposit the funds pledged to pay debt service on the Bonds, including the Levied Taxes, to the appropriate accounts as herein provided, including any applicable Tax Intercept Agreement. The Issuer covenants and agrees with the owners thereof that so long as any Bonds remain outstanding, the Issuer will take no action or fail to take any action which in any way would adversely affect the ability of the Issuer to collect and apply the Levied Taxes in accordance with this ordinance and any applicable Tax Intercept Agreement. The Issuer and its officers will comply with applicable law and with all present and future applicable laws in order to assure that such taxes may be collected as provided herein and deposited into the Principal and Interest Account and applied in accordance with this ordinance and any Tax Intercept Agreement.

(g) The Issuer will timely and fully comply with all requirements of applicable law, including particularly filing, all reporting and other requirements, to maintain its right to receive Levied Taxes.

(h) After their issuance, the Bonds shall be incontestable by the Issuer, to the extent lawful.

**Section 12. Sale of the Bonds.** The Village President, Village Clerk and Village Comptroller are hereby authorized to proceed without any further authorization or direction whatsoever from the Corporate Authorities to sell and deliver the Bonds upon the terms set forth in this section and the Bond Order. Such sale shall only be made on the condition that (i) the maximum interest rate on any one Bond does not exceed 5.00%, (ii) the maximum principal amount of the Bonds does not exceed the \$4,020,000, (iii) that the net present value benefit of saving derived from the refinancing of the Prior Bonds with the issuance of the Bonds is not less than 3.25%, and (iv) the Maximum Annual Debt Service on the Bonds does not exceed \$407,000. The Bonds hereby authorized from time to time, as provided in applicable Bond Orders, shall be sold and executed as in this ordinance provided as soon after the passage hereof as may be, and the proceeds from such sale, to the extent not directly applied to fund an Insurer's Policy, or other costs of issuance (including as arranged by the Underwriter, with an appropriate credit against the purchase price for the Bonds) of the Bonds at the time the Bonds as issued, which application upon presentation of statements therefor is expressly authorized, shall thereupon be deposited with the Village President or Village Comptroller of the Issuer, and be by the Village President or the Village Comptroller delivered to or at the direction of the Underwriter in accordance with the terms and provisions of the Bond Purchase Agreement, upon receipt of the purchase price therefor, the same being the purchase price set forth in the Bond Purchase Agreement (plus accrued interest, if any, to date of delivery), with credits, if any, against the purchase price under the Bond Purchase Agreement, including with respect to funding issuance costs. The Official Statement, the Bond Purchase Agreement and the Disclosure Agreement are in all respects ratified, approved and confirmed, it being hereby found and determined that such Bond Purchase Agreement and Disclosure Agreement are in the best interests of the Issuer and that no person holding an office of the Issuer either by election or appointment, is in any manner interested, either directly or indirectly, in his or her own name or

in the name of any other person, association, trust or corporation, in the Bond Purchase Agreement.

The issuance, sale and delivery of Bonds shall be accompanied by an executed Disclosure Agreement, Escrow Agreement and the supporting documentation required by the Bond Purchase Agreement, including as follows: **(1)** a certified copy of this ordinance; **(2)** a written direction from the Village President to the Bond Registrar to authenticate and deliver Bonds; **(3)** with respect to the initial issuance, sale and delivery of any Bonds the approving opinion of Evans, Froehlich, Beth & Chamley, Champaign, Illinois (including other nationally recognized bond counsel, **“Bond Counsel”**), that such Bonds have been validly issued and constitute general obligations of and binding against the Issuer according to their terms and as to the tax-exempt status thereof; **(4)** the purchase price for the Bonds; and **(5)** such other and further showings and instruments as the Issuer, Bond Counsel approving the Bonds or the Underwriter shall reasonably require.

The Issuer hereby authorizes and approves the Official Statement to be used in the offering and sale of the Bonds. The Issuer hereby deems the Official Statement to be final as of the date of this ordinance, as provided in and subject to appropriate supplements under Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will cooperate with the Underwriter in connection with the compliance by the Underwriter with requirements of such Rule 15c2-12 and applicable rules of the Municipal Securities Rulemaking Board.

**Section 13. Use of Bond Proceeds.** The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest, if any, received by the Issuer upon the sale of the Bonds and capitalized interest or other applicable funds, if any, following the delivery of the Bonds, shall be remitted for deposit in the Principal and Interest Account and shall be used to pay first interest coming due on the applicable series of Bonds. The Issuer shall provide such other necessary funds for deposit into an escrow Account under the Escrow Agreement.

(b) The Issuer shall then allocate from Bond proceeds and other available funds in excess of the requirements in (a) above, a sum necessary **(i)** to fully fund the Escrow Account for refunding the specified Prior 2013 Bonds and **(ii)** or expenses incurred in the issuance of the Bonds, which shall be deposited in the Project Account as herein provided and disbursed for such issuance costs, which disbursements are hereby expressly authorized. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or Underwriter, as the case may be, on behalf of the Issuer from the Bond proceeds.

(c) Remaining funds, if any, net of amounts directly applied at closing to fund the Escrow Account and to pay issuance costs, shall be set aside in a separate fund hereby created and designated as the Bond Proceeds Fund (the **“Bond Proceeds Fund”** within which there shall be an **“Refunding Account”**, as applicable, to refund specified Prior 2013 Bonds in the event the Escrow Account is not timely funded and a **“Project Account”** to pay issuance costs not otherwise paid or provided for), which the Issuer shall maintain as separate accounts. Any excess proceeds in the Refunding Account shall be transferred to the Project Account. Money in the Project Account shall be withdrawn

from time to time as needed for the payment of costs and issuance expenses in (b) above for which funds were insufficient and for other authorized costs under applicable law, and paying the fees and expenses incidental thereto, as approved by a written opinion of Bond Counsel, and such money shall be disbursed by the Issuer from time to time for corporate purposes only upon submission to the Village Comptroller or other appropriate financial officer of the following (provided that no such submissions shall be required for funding the Escrow Account or to pay issuance costs under Section 12):

(i) If such disbursement is for payment to a supplier, materialman, or contractor for work done or authorized costs incurred, documentation as is acceptable to the Village Comptroller with respect to similar work and projects and/or a Requisition as provided below and a certificate executed by the engineer or architect in charge of the Prior Projects stating the amount of material supplied or the nature of the work completed, that such materials have been properly accepted or such work approved by such engineer or architect, the amount due and payable thereon, and the amount remaining to be paid in connection with such costs accompanied, as appropriate, by contractors, affidavits and mechanics' lien waivers; and

(ii) A duplicate copy of a requisition signed by the Village Comptroller or another appropriate officer of the Issuer, stating specifically the purpose for which the Requisition is issued and indicating that the payment for which the Requisition is issued and authorized, and in the case of any questions in that regard, such that the Village Comptroller does not approve a Requisition for payment, other than for issuance costs, that is has been approved by the Corporate Authorities,

Each “**Requisition**” for funds in connection with Bonds proceeds, in addition to any other specific requirement of this ordinance, shall be signed on behalf of the Issuer by the Village Comptroller and shall contain, as appropriate in the particular case, certain representations, as follows: **(1)** the name of the person, firm or corporation to whom or which payment is due; **(2)** the amount to be paid; **(3)** the purpose for which such payment is to be made; **(4)** that such payment is due and has not been included in any prior disbursement Requisition which has been paid; **(5)** that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any moneys payable to any named payee of the Issuer which has not been released, bonded or insured over concurrently with the payment of such obligations, and in any event, amounts will only be withheld to the extent of the liens in question; and **(6)** except in the case of costs of issuance related to Bonds, that the work, materials or equipment with respect to which payment is to be made has been performed or the applicable Prior Projects costs have been expended and that the Issuer has acquired good and merchantable title or perpetual easements to all real and personal property acquired by or on behalf of the Issuer. No requisition shall be required for the funding of the Escrow Account.

After funding the Escrow Account to refund the Prior 2013 Bonds and within sixty (60) days after full depletion of the Project Account or payment of all related costs, as

herein referred to, and as heretofore approved by the Corporate Authorities, the Village President shall certify to the Corporate Authorities the fact of such depletion or the engineer or architect in responsible charge of the expenditures shall certify to the Corporate Authorities the fact that the work has been completed according to approved plans and specifications, as applicable, and upon approval of such certification by the Corporate Authorities, funds (if any) remaining in the Bond Proceeds Fund shall be credited by the Village Comptroller or other appropriate financial officer to the Principal and Interest Account, and, as applicable, the Project Account and Refunding Account shall be closed.

Funds on deposit in the Bond Proceeds Fund may be invested by the Village Comptroller or other appropriate financial officer in Qualified Investments.

The Refunding shall occur pursuant to the provisions of the Escrow Agreement, all in accordance with the provisions of such Escrow Agreement with the Escrow Agent. The Designated Officials are hereby authorized and directed to execute the Escrow Agreement in a form acceptable to Bond Counsel. Subject only to the delivery of the Bonds, the Prior Bonds are hereby authorized to be called for redemption on the date and upon the terms and provisions as provided in this Ordinance and the Escrow Agreement.

The Escrow Agent and the Underwriter be and the same are each hereby authorized to act as agent for the Issuer in the purchase of the Government Securities described and set forth in the Escrow Agreement.

**Section 14. Refunding Bonds.** Refunding obligations issued to refund, whether at or in advance of maturity, and in whole or in part, Bonds issued under this ordinance, may be issued by the Corporate Authorities hereunder, and, upon such issuance, shall be “**Bonds**” as defined hereunder, subject to the limitations hereof.

**Section 15. Payment and Discharge.** The Bonds may be discharged, payment provided for, and the Issuer’s liability terminated, in whole or in part, as follows:

(a) **Discharge of Indebtedness.** If (i) the Issuer shall pay or cause to be paid to the owners of the Bonds the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, (ii) all fees and expenses of the Bond Registrar and Paying Agent shall have been paid, and (iii) the Issuer shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights hereby granted shall cease, determine and be void. If the Issuer shall pay or cause to be paid to the owners of all outstanding Bonds of a particular series, or of a particular maturity within a series, the principal, premium, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, such Bonds shall cease to be entitled to any lien, benefit or security under this ordinance, and all covenants, agreements and obligations of the Issuer to the owners of such Bonds shall thereupon cease, terminate and become void and discharged and satisfied.

(b) **Provision for Payment.** Bonds for the payment or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Paying Agent (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of this ordinance and no longer outstanding under this ordinance; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given as provided in this ordinance or arrangements satisfactory to the Bond Registrar (including certified public accountant verifications and opinions of Bond Counsel) shall have been made for the giving thereof. Government Securities shall be considered sufficient only if such investments are not redeemable prior to maturity at the option of the issuer thereof and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums if any when due on the Bonds. The Issuer may at any time surrender to the Bond Registrar for cancellation by it any Bonds previously authenticated and delivered hereunder, which the Issuer may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) **Termination of Issuer's Liability.** Upon the discharge of indebtedness under paragraph (a) hereof, or upon the deposit with the Paying Agent or another appropriate escrow agent of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) hereof) for the retirement of any particular Bond or Bonds, all liability of the Issuer in respect of such Bond or Bonds shall cease, determine and be completely discharged and the registered owners thereof shall thereafter be entitled only to payment out of the money and the proceeds of the Government Securities deposited as herein described for their payment.

**Section 16. Ordinance a Contract.** The provisions of this ordinance shall constitute a contract between the Issuer and the registered owners of the Bonds, and no changes, additions or alterations of any kind shall be made hereto, except as herein provided.

**Section 17. Amendment.** The rights and obligations of the Issuer and of the registered owners of outstanding Bonds may from time to time be modified or amended by a supplemental ordinance adopted by the Corporate Authorities with the written consent of the registered owners of not less than two-thirds (2/3rds) of the principal amount of all outstanding Bonds (excluding any of such Bonds owned by or under the control of the Issuer) of the series of Bonds affected by any such supplemental ordinance, other than amendments not prejudicial to the rights of the registered owners of the Bonds (which may be conclusively determined by receipt of an approving opinion of Bond Counsel); provided, however, that no such modification or amendment shall extend or change the maturity of or date of redemption prior to maturity, or reduce the interest rate on, or permit the creation of a preference or priority, other than as herein provided, of any outstanding Bond or outstanding Bonds over any other outstanding Bond or outstanding Bonds, or otherwise alter or impair the obligation of the Issuer to pay from pledged funds and Levied Taxes the principal of and interest on any of the outstanding Bonds at the time, place, rate, and in the currency provided herein, or alter or impair the obligations of the Issuer with respect to registration, transfer, exchange or notice or redemption of Bonds, without the written consent of the registered owners of all the outstanding Bonds affected; nor shall such modification or amendment reduce the percentage of the registered owners of outstanding Bonds

required for the written consent of such modification or amendment without the written consent of the registered owners of all of the outstanding Bonds.

**Section 18. Partial Invalidity.** If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

**Section 19. Bond Registrar and Paying Agent.** The Bond Registrar shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new registered owner and eliminate the name and address of the transferor registered owner. If requested by a Bond Registrar and/or Paying Agent, the Village President or Village Comptroller or Village Clerk of the Issuer are authorized to execute the Bond Registrar's and/or Paying Agent's standard form of agreement between the Issuer and the Bond Registrar and/or Paying Agent with respect to the obligations and duties of the Bond Registrar and/or Paying Agent hereunder, which may include the following (in any event (a) - (f) below shall apply to the Bond Registrar and Paying Agent):

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of registered owners of Bonds as set forth herein and to furnish such list to the Issuer upon request, but otherwise to the extent lawful to keep such list confidential;
- (c) to give notices of redemption of Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;
- (e) to furnish the Issuer at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the Issuer at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The Village Clerk is hereby directed to file a certified copy of this ordinance with the Bond Registrar and Paying Agent. In any event (a) - (f) above shall apply to the Bond Registrar and the Paying Agent.

**Section 20. Prior Inconsistent Proceedings.** All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this ordinance, are to the extent of such conflict hereby repealed.

**Section 21. Immunity of Officers and Employees.** No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this ordinance contained against any past, present or future Village President or other officer, alderman, employee or agent of the Issuer, or of any successor public corporation, as such, either directly or through the Issuer or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such

officers, council members, aldermen or agents as such is hereby expressly waived and released as a condition of and consideration for the passage of this ordinance and the issuance of the Bonds.

**Section 22. Policy of Insurer.** An Insurer's Commitment with respect to the Policy and the terms and provisions of the Policy are to be incorporated into this ordinance by reference, including without limitation that any investment restrictions and limitations in the Commitment and related to the Policy shall be deemed to be applicable restrictions and limitations on the Qualified Investments and the investments authorized by this ordinance. The Issuer's standard package of documents shall be appended to this ordinance as operative provisions of this ordinance by reference, provided that any failure to so append shall not abrogate, diminish or impair the effect thereof. In the event there is no Policy, the reference herein to an Insurer or a Policy shall be given no effect.

**Section 23. Instruments of Further Assurance.** The Official Statement for the Bonds is approved and is hereby authorized to be used by the Underwriter in the placement and sale of the Bonds. The Bond Purchase Agreement, the Disclosure Agreement, the Tax Intercept Agreement and the Escrow Agreement, in substantially the forms presented before the meeting of the Corporate Authorities at which this ordinance is adopted, with such changes therein as the officers of the Issuer executing them shall approve, which approval shall constitute the approval of the Corporate Authorities, shall be and are hereby authorized and approved for execution, delivery and performance. The Issuer covenants that it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such ordinances and other actions supplemental hereto, and such further acts, agreements, instruments and transfers as may be reasonably required for the better assuring, transferring, conveying, pledging, assigning and confirming unto the owners of the Bonds its interest in the funds pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds and the application of Bond proceeds, all as herein provided. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall and without any further conveyance, assignment or act on the part of the Issuer or any other person, become and be subject to the lien of this ordinance as fully and completely as though specifically described herein, but nothing contained in this Section 23 shall be deemed to modify or change the obligations of the Issuer under this Section 23. The Village President and/or Village Clerk and/or Village Comptroller or other appropriate officer of the Issuer is authorized to certify to the County Clerk abatement or the reduction of Levied Taxes to reflect lower principal and interest on the Bonds from that provided above in Section 8.

**Section 24. Effective Date.** This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Adopted this 16th day of July, 2019, upon motion by Trustee \_\_\_\_\_,  
seconded by Trustee \_\_\_\_\_, by the roll call vote, as follows:

AYES (names): \_\_\_\_\_

\_\_\_\_\_

NAYS (names): \_\_\_\_\_

ABSENT (names): \_\_\_\_\_

Approved: \_\_\_\_\_, 2019

\_\_\_\_\_  
Village President, Village of Rantoul,  
Champaign County, Illinois

Attest:

(SEAL)

\_\_\_\_\_  
Village Clerk, Village of Rantoul, Champaign  
County, Illinois

STATE OF ILLINOIS )  
 )  
THE COUNTY OF CHAMPAIGN ) SS.  
 )  
VILLAGE OF RANTOUL )

**CERTIFICATION OF ORDINANCE**

I, Michael P. Graham, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the “**Issuer**”), and as such official I am the keeper of the records and files of the Issuer and of the President and Board of Trustees of the Issuer (the “**Corporate Authorities**”).

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Issuer’s Corporate Authorities held on July 16, 2019, insofar as same relates to the adoption of an ordinance numbered and entitled:

**ORDINANCE NO. 2617**

**AN ORDINANCE OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS,**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than an affirmative vote of a majority of the Corporate Authorities and approved by the Village President on the date indicated thereon.

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

**IN WITNESS WHEREOF**, I hereunto affix my official signature and seal of the Village of Rantoul, Champaign County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2019.

(SEAL)

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

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
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<b>ITEM: Portable Trailer Bypass Pump</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> <b><u>\$53,004.00 - Total</u></b> \$49,754.00 – Base Bid \$1,250.00 – Shipping \$2,000.00 – Contingency (4.0%)
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: July 1, 2019</b>
<p><b>SUMMARY HIGHLIGHTS:</b> This Agenda item provides for the purchase of a new 4” PORTABLE TRAILER BYPASS PUMP and the disposal of two (2) existing 4” pumps. The pump station and sanitary division needs a pump that is capable of bypass pumping at the lift stations, the waste water plant and other locations as well.</p> <p>The Village owns two (2) broken down 4” pumps. The 4” Ford was purchased for use at the landfill back in the 1980’s, to pump leachate from the bottom of excavations. The other 4” pump is even older and was vintage Air Force equipment. After Chanute AFB and the landfill closed, both of the pumps were inherited to the waste water plant and used until last year when they failed and cannot be repaired.</p> <p>The Request for Proposal (RFP) was advertised in early June and proposals were opened at 11:30pm on June 21, 2019. Ten (10) proposals were received but only three (3) met the specifications required. Attached is a summary of the proposals for your reference. The proposal providing the most comprehensive and cost effective pump was Thompson Pump &amp; Manufacturing. Their proposal is in the amount of \$49,754 plus \$1,250 shipping for a total of \$51,004.00. A contingency fund in the amount of \$2,000.00 for unforeseen variations in equipment needed for the pump.</p> <p>This project was included in the FY20 Budget funding from the waste water funds in the amount of \$55,000.00.</p>	
<b>RECOMMENDED ACTION:</b> Approve the purchase of the Portable Trailer Bypass Pump through Thompson Pump & Manufacturing in the amount of \$51,004.00 with a \$2,000.00 contingency fund and the disposal of two (2) existing 4” pumps.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E.  Jake McCoy, P.E. 	<b>VILLAGE ADMINISTRATOR:</b> Scott Eisenhauer 
<b>AGENDA PAGE NUMBER:</b>	





**PROPOSAL OPENING TABULATION SUMMARY**

**PROJECT: PORTABLE TRAILER BYPASS PUMP**

**SOLICITATION: # VRNTL 20-R-01**

**DUE DATE: 11:30 AM JUNE 21, 2019**

<b>VENDOR</b>	<b>PROPOSAL AMOUNT</b>
Hydro-Kinetics Corporation	\$ 74,067.00
Amco Pump	\$ 36,285.00
Marsino	\$ 40,289.90
Thompson Pump	\$ 49,754.00
CMW	\$ 62,580.00
CDPW Inc	\$ 39,661.00
Mobile Mini Tank+	\$ 54,559.00

Pump Solutions

**PROPOSAL OPENING TABULATION SUMMARY**

**PROJECT: PORTABLE TRAILER BYPASS PUMP**

**SOLICITATION: # VRNTL 20-R-01**

**DUE DATE: 11:30 AM JUNE 21, 2019**

<b>VENDOR</b>	<b>PROPOSAL AMOUNT</b>
Xylem Dewatering Solutions	\$42,315.10 Pump 255.00 Delivery
Xylem Dewatering Solution	\$42,490.59 Pump 255.00 Delivery
BBA Pumps	\$36,175.00

THE NEWS GAZETTE, INC.  
PO BOX 677  
CHAMPAIGN IL 61824-0677  
(217) 373-4712  
Fax (217) 351-5291

ORDER CONFIRMATION (CONTINUED)

Salesperson: LAURIE CLARK

Printed at 06/03/19 08:38 by lclark

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Acct #: 71360

Ad #: 1410038

Status: New WHOLD WHOI

**NOTICE OF REQUEST FOR PROPOSAL**

**VRNTL 20-R-01**

**Village of Rantoul, Illinois**

**PORTABLE TRAILER BYPASS PUMP**

The Village of Rantoul, Illinois is requesting proposals from prospective vendors to replace the PORTABLE TRAILER BYPASS PUMP.

Any Proposal shall be submitted no later than 11:30 A.M. Friday June 21, 2019, (the "Due Date"). Any Proposal not submitted by a Vendor by such Due Date will not be considered, and will be returned unopened. Proposals submitted by mail should be identified on the outside of the envelope as a Proposal for **RFP VRNTL 20-R-01 PORTABLE TRAILER BYPASS PUMP** and should be addressed to: Village of Rantoul, Comptroller, 333 S. Tanner St. Rantoul, IL 61866. Proposals will be opened immediately after the closing time in the Municipal Conference Room located at 333 S Tanner St, Rantoul, Illinois.

Additional information concerning this RFP can be found at:  
<http://www.myrantoul.com/Bids.aspx>

All questions about the process and procedure may be directed to Pat Chamberlin by e-mail at [pchamberlin@myrantoul.com](mailto:pchamberlin@myrantoul.com). All questions related to the substance of the RFP shall be submitted to Jake McCoy ([jmccoy@myrantoul.com](mailto:jmccoy@myrantoul.com)) in writing (either by e-mail or U.S. Mail). All such substantive questions shall be answered by email to all recipients of the RFP.

The Village of Rantoul, Illinois reserves the right to reject any or all Proposals and to waive any informalities in the Proposals. No Proposal shall be withdrawn after the Proposal opening without the consent of the Village of Rantoul, Illinois for a period of sixty (60) days.

**Pat Chamberlin**  
**Comptroller**

**Date: June 5, 2019**

#1410038, 6/5

**RFP VRNTL 20-R-01**  
**PORTABLE TRAILER BYPASS PUMP**

Prepared and Requested By:

Village of Rantoul

Public Works Director

200 W. Grove Avenue

Rantoul, IL 61866

DATE: June 5, 2019

**REQUEST FOR PROPOSAL  
PORTABLE TRAILER BYPASS PUMP  
VRNTL 20-R-01**

**Instructions**

1) Request for Proposal

i) Requesting Entity

- (a) This Request for Proposal (this “RFP”) is made by the Village of Rantoul, Champaign County, Illinois, having its principal office located in the Municipal Building, 333 S. Tanner Street, Rantoul, Illinois 61866. All questions related to the substance of the RFP shall be submitted to Jake McCoy ([jmccoy@myrantoul.com](mailto:jmccoy@myrantoul.com)) in writing (either by e-mail or U.S. Mail).

ii) Standard Terminology

- (a) For convenience of reference, the words, terms and phrases defined below and elsewhere in this RFP shall have the meanings respectively ascribed to them for all purposes of this RFP, including as follows:
- (b) “**Village**” means the Village of Rantoul, Champaign County, Illinois.
- (c) “**Vendor**” means the prospective vendor, which includes any subcontractor, consultant, firm, offeror or proposer who submits a proposal in connection with this RFP.
- (d) “**Equipment**” means PORTABLE TRAILER BYPASS PUMP.

### iii) Purpose of Request

#### (a) Existing Portable Trailer Pump:



The Village has determined to replace the PORTABLE TRAILER BYPASS PUMP which is an integral part of the sewer maintenance program. We need a pump that is capable of bypass pumping at the lift stations as well as the waste water plant and other uses as well.

## 2) Specifications

### i) Scope

- (a) Provide one (1) trailer mounted, sound attenuated, diesel driven, PORTABLE TRAILER BYPASS PUMP for municipal wastewater service. The entire unit, including pump and engine, shall be fully enclosed.

### ii) Quality Assurance

- (a) The manufacturer shall provide the Engineer with written certification that all products furnished comply with all applicable requirements of this Specification.

### iii) Acceptable Manufacturers

- (a) This package shall be provided by one of the following approved manufacturers: Gorman-Rupp, Thompson or Godwin Pumps.

iv) Material and Construction

- (a) All parts shall be designed and proportioned as to have liberal strength, stability, and stiffness and to be especially adapted for the intended use. Ample room and facilities shall be provided for inspection, repairs, and adjustment.

v) Pump and Controls

- (a) Pump: shall be an end suction centrifugal pump capable of dry priming from startup mode and re-priming throughout its operation. Pump cannot discharge any waste on the ground at any time during priming or operation. Priming compressor is to be gear driven off the motor. Oil bath rotating assembly to include bearings and run dry mechanical seal. This pump shall be capable of handling 3-inch minimum spherical solids and it must be capable of operating at a minimum to meet the requirements listed in Table 1.

**Table 1**

Design Point:	400gpm @ 115' tdh@80% capacity
Suction:	4-inch 25' of suction lift
Discharge:	4-inch

**All pump curves are subject to approval from the engineer.**

- (b) Pump control: shall include and have ability to use float and or transducer for auto start. The float and or transducer shall be included in order to operate the system. The minimum cable length shall be 50 feet. Pump is to have all necessary safety controls to assure no damage will occur in the event of an unattended failure. Pressure gauges on both pressure and suction side.

vi) Engine

- (a) Diesel engine, tier 3 or non DEF tier 4. Acceptable Engine manufactures are, John Deere, Cummins, Caterpillar, Isuzu, or Kubota. Servicing engine dealer shall be within a 75 mile radius of Rantoul.

vii) Trailer and Enclosure

The trailer and enclosure shall, at a minimum, provide the following features:

- (a) enclosure/package shall be made of steel and have a 72-dBA rating @ 23 feet
- (b) All access panels shall be hinged for easy opening and closing and shall be lockable
- (c) Trailer to be DOT approved with turn signals, brake and side marker lights, electric trailer brakes with 7-pin connector
- (d) Lunette eye trailer hitch with easy conversion to ball hitch
- (e) Adjustable height tongue

viii) Shop Painting

- (a) Entire package shall be primed and painted prior to shipment. Coatings shall be epoxy powder or equal.

ix) Manufacturer Service

- (a) Furnish the services of a factory representative, having complete knowledge of proper operation and maintenance for one, eight-hour day, to supervise a test run of the equipment and provide instruction to personnel in operating and maintenance of the equipment.

### 3) Proposal

i) General

- (a) All proposals must be accompanied by warranties, parts manual, service manuals, operator's manual and any other pertinent product literature.
- (b) All vendors must provide at least 3 years of experience in portable bypass pumping or similar pumping applications.
- (c) Proposals must be submitted in conformity with, be based upon, and be subject in all respects to all the terms, conditions and obligations of the proposed Contract Documents.
- (d) The Village reserves the right to waive minor defects or variations from the exact requirements of this RFP. If insufficient information is submitted by any Vendor to properly evaluate any proposal submitted, the Village further reserves the right to request such additional information as it may deem necessary.

ii) Number of Proposal to Submit

- (a) Provide at least three (3) copies of the Proposal along with three (3) copies of additional documentation, if any. The original, together with each copy of such Proposal, shall be securely bound and submitted together as a package in a sealed envelope clearly identified on the outside of such envelope with the words **“Proposal For RFP VRNTL-20-R-01 PORTABLE TRAILER BYPASS PUMP.”** Each such submittal shall show the name, address, telephone and telefax numbers and e-mail address of the Vendor submitting the proposal.

iii) Closing Date

- (a) Any Proposal shall be submitted no later than 11:30 A.M. Friday, June 21, 2019, (the **“Due Date”**). Any Proposal not submitted by a Vendor by such Due Date will not be considered, and will be returned unopened. Proposals will be opened immediately after the closing time, in the Conference Room of the Municipal building that is located at 333 S. Tanner St., Rantoul, IL 61866.

iv) Place of Submission

- (a) All proposals shall be submitted to the Village of Rantoul, Office of the Comptroller, at 333 S. Tanner St. Rantoul, Illinois 61866.

v) Proposal Guarantee

- (a) Any Proposal submitted in response to this RFP shall be irrevocable for a period of sixty (60) days from and after the Due Date of this RFP and may not be withdrawn by any Vendor during such period. After such period of sixty (60) days, the proposal may be withdrawn by any Vendor at such Vendor’s request if such Vendor’s proposal has not been selected prior to any such request to withdraw.

vi) Evaluation Criteria

An award shall be made to the Proposer/Vendor providing the most responsible submittal as determined at the sole discretion of the Village. In making this determination the Village may consider the following as well as other relevant criteria:

- (a) The ability, capacity and skill of the Vendor to undertake the Work required;

- (b) The capacity of the Vendor to perform the Work promptly or within the time specified, without delay or interference;
- (c) The character, integrity, reputation, judgment, experience and efficiency of the Vendor including, but not limited to, past performance defaults; whether or not such defaults were with the Village; competency; or failure to pay or satisfactorily settle all claims due for labor and material;
- (d) The quality of performance by the Vendor on any previous work;
- (e) The previous and existing compliance by the Vendor with laws and ordinances relating to any previous work;
- (f) The sufficiency of the financial resources and financial ability of the Vendor to undertake the Work;
- (g) The quality, availability and adaptability of the supplies, machinery, plant or other equipment or the particular use required in connection with the Work;
- (h) The ability of the Vendor to perform any future maintenance, service or work for the use of the Project, including guarantees;
- (i) The number and scope of any conditions made a part of the proposal by the Vendor;
- (j) The Vendor's record of payments for taxes, licenses or other monies due the Village; and;
- (k) Whether the Vendor is a Local Vendor (i.e., a vendor having a place of business which employs at least one (1) permanent employee at a location determined in the following order of priority: (a) the Village; (b) Champaign County; or (c) the State of Illinois) and entitled to preference as set forth below. For any bid of five thousand dollars (\$5,000.00) or more, the Local Vendor determined to have the highest priority among other Local Vendors, if any, shall have preference and shall be considered to be the lowest responsible bidder if each of the following conditions are met: (i) any such Local Vendor is a responsible bidder; and (ii) the bid of any such Local Vendor is not greater than the lowest bid submitted by a responsible bidder by more than two percent (2%) or two thousand dollars (\$2,000.00), whichever is less. This local Vendor preference shall not be applicable, however, if any federal or state funding source prohibits any such application in connection with any such Work under any applicable law, rule or regulation.

- (l) In connection with any such evaluation by the Village, any Vendor may be invited to submit more detailed information, to make oral presentations, or both. The Village may make any reasonable investigation deemed necessary and proper to determine the ability of the Vendor to perform the Work, and the Vendor shall furnish to the Village all information for this purpose that may be reasonably requested. The Village reserves the right to accept or to reject any or all Proposals, or any part thereof, received from any Vendor in connections with this RFP for any reason.

#### 4) Taxes

- (a) The Village is exempt from sales taxes imposed by the State of Illinois and from federal excise taxes.

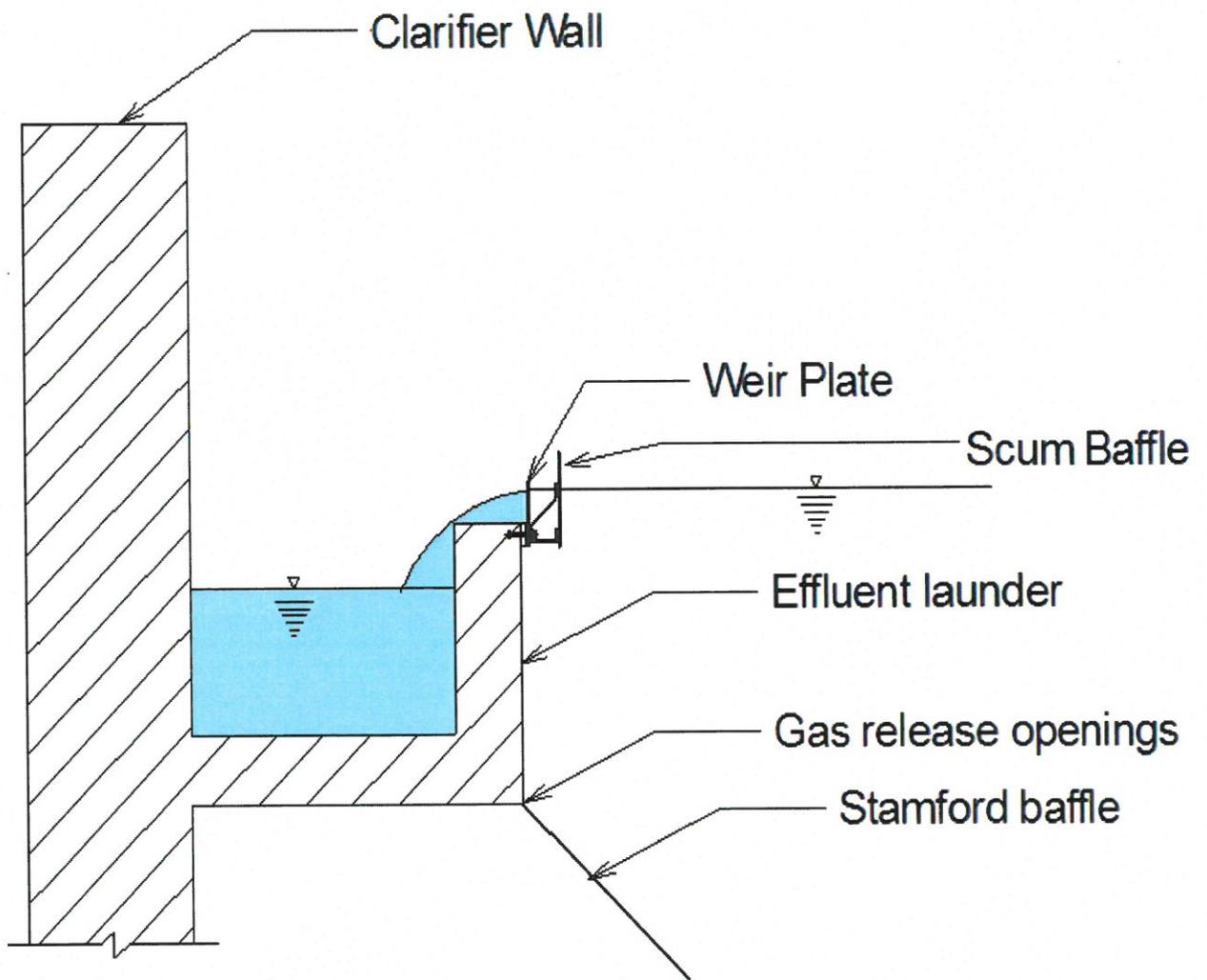
#### 5) Acceptance of Proposal

- (a) The contents of the proposal or such parts thereof as may be accepted by the Village will become a contractual obligation of the Vendor and may be incorporated into the final Contract Documents, at the discretion of the Village. It is anticipated formal approval by the Village of Rantoul Board of Trustees will occur on July 16, 2019.

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____	<b>OF</b> _____
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<b>ITEM: Waste Water Treatment Plant Final Clarifier Improvements</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> <b><u>\$341,250.00- Total</u></b> \$325,000.00 – Base Bid \$16,250.00 – Contingency (5.0%)
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: July 3, 2019</b>
<b>SUMMARY HIGHLIGHTS:</b> This Agenda item provides for furnishing all materials, tools, equipment, and labor for successful installation, including demolition and removal for two (2) 85' diameter clarifier tanks weir plates, scum baffles and effluent launder troughs. Clarifiers are the principle mechanisms for solid/liquid separation in primary, intermediate and final waste water applications. They remove solids, lessen organic loading, buffer flow and load stabilization to the secondary process. The existing weir and scum baffle systems at the waste water treatment plant were installed in 1987 and no longer function at an acceptable level. It is recommended that the weirs, scum baffles and launders troughs at the (WWTP) be replaced to improve the treatment plant.  The proposal was advertised in early June and proposals were opened at 2:30pm on June 26, 2019. Two (2) proposals were received with Leander Construction, Inc. providing the most comprehensive and cost effective proposal. Their proposal is in the amount of \$325,000.00 was less than the next vendor's pricing. A copy of the bid tabulation is provided for reference. A contingency fund in the amount of \$16,250 is requested to address unforeseen conditions when replacing the system.  This project was identified in the waste water funds FY20's capital plan and budget. Although the project cost is greater than anticipated, other projects will be deferred to ensure this critical process is properly and fully completed.	
<b>RECOMMENDED ACTION:</b> Approve the purchase of the final clarifier weirs, scum baffles and launders troughs through Leander Construction, Inc. in the amount of \$325,000.00 with a \$16,250.00 contingency fund.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E.  Jake McCoy, P.E. 	<b>VILLAGE ADMINISTRATOR:</b> Scott Eisenhauer 
<b>AGENDA PAGE NUMBER:</b>	



Clarifier Wall

Weir Plate

Scum Baffle

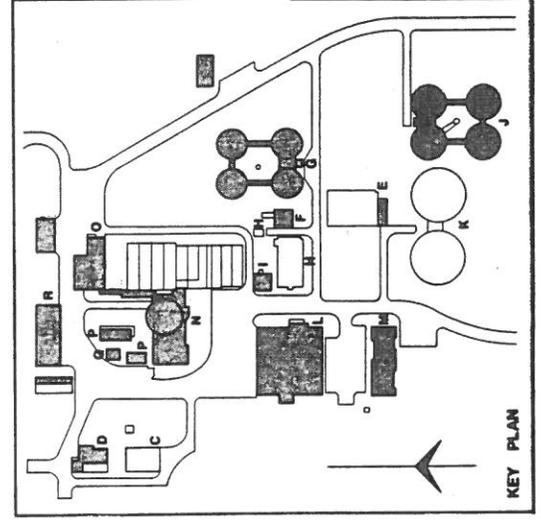
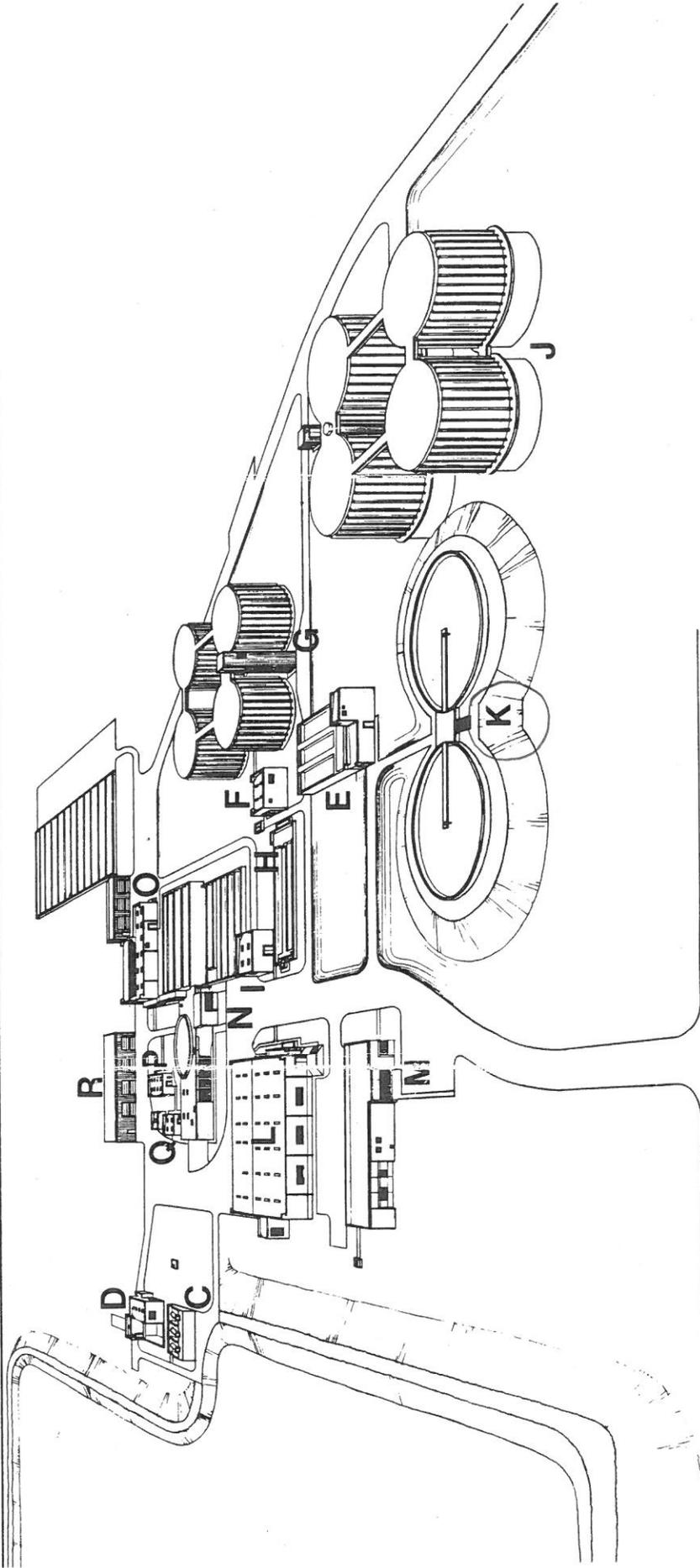
Effluent launder

Gas release openings

Stamford baffle

The Village has determined to replace the existing weir and scum baffle system at the Waste Water Treatment Plant (WWTP) located at 1625 E. Grove St.:





### MAP LEGEND

- |   |                                       |   |                               |
|---|---------------------------------------|---|-------------------------------|
| C | Stormwater Diversion Structure        | K | Final Clarifiers              |
| D | Raw Sewage Influent Structure         | L | Garage/Filter Building        |
| E | Primary Clarifiers                    | M | Lab/Office Building           |
| F | Secondary Pump Building               | N | Control/Digester Building     |
| G | Secondary Tower Trickling Filters     | O | Sludge Dewatering Building    |
| H | Secondary Clarifiers                  | P | Sludge Concentration Tanks    |
| I | Nitrification Pump Building           | Q | Sludge Pump & Blower Building |
| J | Nitrification Tower Trickling Filters | R | Storage Building              |

**PROPOSAL OPENING TABULATION SUMMARY**

**PROJECT: FINAL CLARIFIER IMPROVEMENTS**

**SOLICITATION: # VRNTL 20-R-03**

**DUE DATE: 2:30 PM June 26, 2019**

VENDOR	PROPOSAL AMOUNT
Leander Construction	\$ 325,000.00
Schomburg + Schomburg Consts.	\$ 397,131.03
	\$
	\$
	\$

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____	<b>OF</b> _____
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<b>ITEM: Municipal Building HVAC Replacements</b>	<b>DEPARTMENT: Public Works – Gas &amp; HVAC Division</b>
<b>AGENDA SECTION:</b>	<b>PROJECT AMOUNT:</b> \$38,798.00 – Purchase & Installation <u>\$1,500.00 - Contingency (3.9%)</u> \$40,298.00
<b>ATTACHMENTS:</b> <input checked="" type="checkbox"/> <b>OTHER</b> (See Summary Highlights) <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: June 28, 2019</b>
<b>SUMMARY HIGHLIGHTS:</b> <p>This Agenda Item provides for the purchase and replacement of two (2) HVAC unit(s) serving the Finance, Utility Billing &amp; South Lobby areas, along with the north Inspection Offices of the Village of Rantoul Municipal Building. The building’s HVAC system consists of eight (8) units, four (4) of which appear to be original to the building (35+ years).</p> <p>Staff has kept the HVAC system operating, but the units proposed to be replaced have significant coil leaks and have reached the point where replacement is necessary.</p> <p>Quotes for the replacement of this equipment were obtained and Duden &amp; Silver Inc. has provided the lowest pricing in the amount of \$19,944.00 for the Finance, Utility Billing &amp; South Lobby areas and \$18,854.00 for the Inspection Offices. A contingency fund of \$1,500.00 is requested in order to address any unforeseen repair expenses during the process. A contingency fund of \$2,500.00 was approved for last year’s replacement efforts of the Board Room’s unit, but none were spent.</p> <p>This project is included in the FY20 Budget. The replacement of the remaining two (2) units are planned to be included in the FY21 Budget.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the purchase & replacement of the condensing unit & air handler units for the Village Finance, Utility Billing & South Lobby areas (\$19,944.00), along with the north Inspection Offices (\$18,854.00) through Duden & Silver Inc. and authorize a contingency fund in the amount of \$1,500.00 for any unforeseen repair expenses.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b> 
<b>AGENDA PAGE NUMBER:</b>	

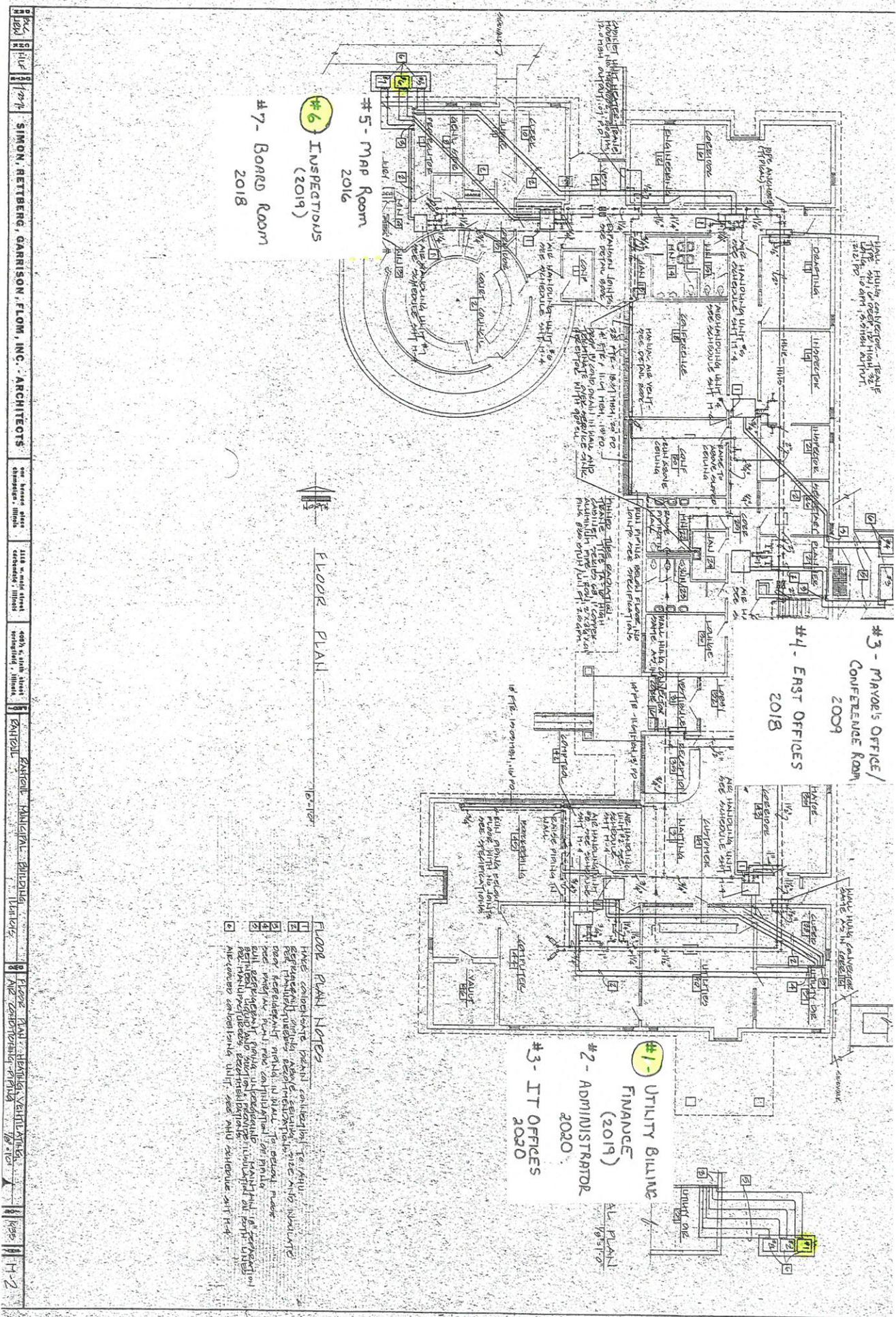
- REFERENCE  
R 39721

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
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<b>ITEM: Municipal Building HVAC Replacements</b>	<b>DEPARTMENT: Public Works – Gas &amp; HVAC Division</b>
<b>AGENDA SECTION:</b>	<b>PROJECT AMOUNT:</b> <b>\$43,581.00 – Purchase &amp; Installation</b> <u><b>\$2,500.00 - Contingency (5.7%)</b></u> <b>\$46,081.00</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: May 31, 2018</b>
<b>SUMMARY HIGHLIGHTS:</b> <p>This Agenda Item provides for the purchase and replacement of the failed HVAC unit(s) serving the Village Board Room and north hallway of the Municipal Building. The building's HVAC system consists of multiple units, most of which are original units (35+years).</p> <p>Staff has kept the HVAC system operating as long as possible, but this failed unit has previously endured numerous issues &amp; coil leaks and has reached a point where it can no longer be repaired.</p> <p>Quotes for the replacement of this equipment were obtained in the fall and then updated when the Board Room unit failed. Duden &amp; Silver Inc. has provided the lowest pricing in the amount of \$22,733.00 for Board Room unit and \$20,848.00 for the hallway unit. It is recommended that both units be replaced. A contingency fund of \$2,500.00 is also requested in order to address any unforeseen repair expenses during the process.</p> <p>Funding for this work is provided from the municipal corporate reserve funds.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the purchase & replacement of the condensing unit & air handler units for the Village Board Room (\$22,733.00) and for the hallway (\$20,848.00) through Duden & Silver Inc. and authorize a contingency fund in the amount of \$2,500.00 for any unforeseen repair expenses.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E.	<b>VILLAGE ADMINISTRATOR:</b>

207 0160 4107570



#6 INSPECTIONS  
(2019)

#5- Map Room  
2016

#7- Board Room  
2018

#3- Mayor's Office /  
CONFERENCE ROOM  
2009

#4- FIRST OFFICES  
2018

#1- UTILITY BILLING  
FINANCE  
(2019)

#2- ADMINISTRATOR  
2020

#3- IT OFFICES  
2020

FLOOR PLAN

10-1-18

FLOOR PLAN NOTES

1. HAVE CONSULTANT DESIGN COLLECTION TO REVIEW
2. GET CONTRACTOR TO VERIFY ALL ROOMS ARE ACCURATE
3. DOOR SCHEDULES AND ROOMS TO BE REVIEWED
4. ALL ROOMS TO BE REVIEWED AND CONFIRMED
5. ALL ROOMS TO BE REVIEWED AND CONFIRMED
6. ALL ROOMS TO BE REVIEWED AND CONFIRMED
7. ALL ROOMS TO BE REVIEWED AND CONFIRMED
8. ALL ROOMS TO BE REVIEWED AND CONFIRMED
9. ALL ROOMS TO BE REVIEWED AND CONFIRMED
10. ALL ROOMS TO BE REVIEWED AND CONFIRMED

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
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<b>ITEM: 707 Veteran's Roof Repair</b>	<b>DEPARTMENT: Public Works - Airport</b>
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<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> <b>\$21,750.00 – Base Bid</b> <b><u>\$2,175.00 – Contingency (10%)</u></b> <b>\$23,925.00 - Total</b>
------------------------	---

<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: June 27, 2019</b>
--	----------------------------

**SUMMARY HIGHLIGHTS:**  
This Agenda Item provides for the repair of the southwest corner of the roof at 707 Veterans Parkway (Building #718). This section has been troublesome and is in need of repair in order for the office area to be utilized by the existing tenant. The Village is responsible for this repair under the current lease arrangements.

The project was advertised on June 2, 2019 and Bids were received at 11:00AM on June 21, 2019. A copy of the Bid Tabulation is attached for your reference. Bash Pepper Roofing Company provided the lowest bid in the amount of \$21,750.00. While only one (1) bid was received, it is within the anticipated project cost. A contingency fund of \$2,175.00 is requested to address any variance in project quantities or any unforeseen repair expenses during the project. (The quantity of roof decking repair/replacement may vary from the anticipated quantity.)

Funding for this repair will come from the Airport's Building Maintenance account of 582-1810-450-40-31.

**RECOMMENDED ACTION:** Authorize the award of a contract with Bash Pepper Roofing Company for the repair of the southwest corner of the roof at 707 Veterans Parkway (Building #718) in the amount of \$21,750.00 and authorize a contingency fund in the amount of \$2,175.00 for any quantity variances or any unforeseen repair expenses.

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

**AGENDA PAGE NUMBER:**



Hello - My family & I personally want to thank everyone for your prayers, love, and support in the

LEGENDS RECOGNITION & HONOR

For my niece, who nominated me, and ALL FAMILY and ALL FRIENDS for your support.

God Bless!

Your Mom, Grandma, & G.Ma, Sister, Aunt, Cousin, and Friend

MABLE



Public Notices Transportation

To place a public notice call 217-351-5252 or email notices@news-gazette.com

Automotive Special \$27.00 3 lines, 30 days, plus online.

Public Notices 599 Public Notices 599 Public Notices 599 Public Notices 599

ASSUMED NAME PUBLICATION NOTICE... Public notice is hereby given that on May 31, 2019 a certificate was filed in the Office of the County Clerk of Champaign County, Illinois...

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT CHAMPAIGN COUNTY, ILLINOIS... NOTICE OF PUBLIC HEARING... LUTHER PAYNE, DEFENDANT...

900 TRANSPORTATION... Boats 907... 15' 11" 1/2 Viper dual console bass boat, 200 horse xl Mercury outboard...

RVs/Campers 910... 2015 SUNSEKER M-3010DS Low miles, clean, lots of options... Autos/Antique & Classics 915... 2017 GMC Terrain SLT-2 AWD, V6, moonroof, rear camera...

ADVERTISING FOR A JOB? Register at careers.news-gazette.com and let your skills be matched with local jobs.

PLEASE ALLOW 10 DAYS FOR LARGER OR MULTI-COLUMN PUBLICATION NOTICES... Email notices to: notices@news-gazette.com

Motorcycles 908... 2004 HD Sportster 883 w/1200 kit, lots of Xtras, \$6500... 2007 Harley-Davidson Roadking, 1800 cc, 152-2473...

Autos 917... 2015 CORVETTE STINGRAY COUPE 251,211 Smp A1, touch red ext, Kalarah! (saddle tan) int., dual roof pkg, headup display, perf data rec., 11,500-mi. est. wear until 6/2021...

ADVERTISING FOR BIDS CUSTODIAL AND MAINTENANCE CONTRACT SERVICES... The Urbana Free Library is accepting bids for Custodial and Maintenance Contract Services at 210 West Green Street, Urbana, Illinois 61801.

RETURN WITH BID... NOTICE TO BIDDERS... Local Public Agency: Village of Mahomet Section Number: 19-00000-02-GM Route: Various

Trucks/Vans 913... 2003 CHEVY EXPRESS VAN 2200 200k miles, white, fair condition. Always starts, very little rust, ladder rack, tool rack system, 2 seats. Asking \$1600...

Autos 917... 2005 Pontiac Grand Prix No rust, desirable 3.8L eng, 159,800 clean int. \$5500, 217-418-6571

Sealed bids will be due to The Urbana Free Library on June 21, 2019 at 2:00 PM. Allowable means for transmitting proposals: hardcopy only.

Sealed proposals for the improvement described below will be received at the office of Village Clerk, 503 E. Main St., Mahomet, IL 61853 until 11:00 AM on July 17, 2019.

2014 YAMAHA ZUMA SCOOTER, 340 orig. miles, mint cond., owned, always garaged. Champaign, IL 61802. 217-262-2004

2005 KIA SEDONA EX 173,700 miles. Dark red. Great tires. Good condition. Some dents. \$2,500. In Urbana, IL. call (419) 722-1403.

Sealed bids will be due to The Urbana Free Library on June 14, 2019 at 2:30 PM. There will be a mandatory pre-bid meeting on June 14, 2019 at 2:00 PM, and a mandatory site inspection on June 14, 2019 at 2:30 PM.

DESCRIPTION OF WORK Name: PCC Patching Length: 785.00 feet (0.15 miles) Location: Cross Creek Dr. from Sunny Acres Rd. to Cross Creek Dr. Arny Drive, Jeffery Dr at Arny Dr. Ridgeland Dr.

2006 WINNEBAGO ADVENTURER 37-B One owner, no pets/smoke free, 38" 3 slides, Workhorse chassis, V8 gas engine, 50,000 miles, washer/dryer combo, 4 door refrigerator with ice maker, queen dual control Sleep Number bed, desk and lounge chair in bedroom, HDTV in living room, electric awning, outside window covering, \$63,000. Denville 217-274-8086

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Sealed proposals will be opened and read publicly at the office of Village Clerk, 503 E. Main Street, Mahomet, IL 61853 at 11:05 AM on 6/17/2019.

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2006 WINNEBAGO ADVENTURER 37-B One owner, no pets/smoke free, 38" 3 slides, Workhorse chassis, V8 gas engine, 50,000 miles, washer/dryer combo, 4 door refrigerator with ice maker, queen dual control Sleep Number bed, desk and lounge chair in bedroom, HDTV in living room, electric awning, outside window covering, \$63,000. Denville 217-274-8086

2006 KIA SEDONA EX 173,700 miles. Dark red. Great tires. Good condition. Some dents. \$2,500. In Urbana, IL. call (419) 722-1403.

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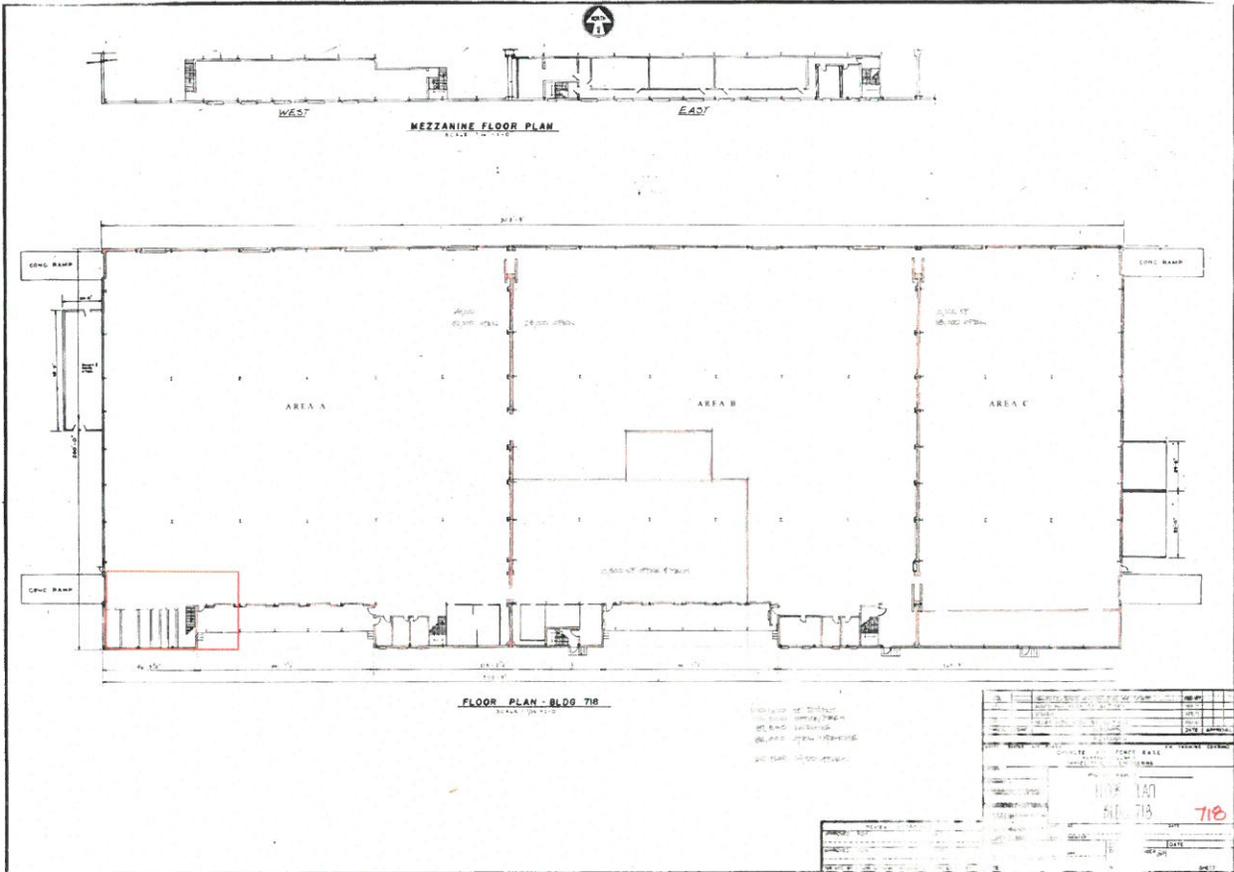
When weather threatens go to www.news-gazette.com Start smart and stay smart even in the rain! with The News-Gazette Autos News-Gazette Classifieds

VILLAGE OF RANTOUL  
 VRNTL-20-B-01  
 707 VETERANS PARKWAY PVC ROOF REPAIR  
 SCOPE OF WORK

***707 VETERANS PARKWAY PVC ROOF REPAIR***

Item No.	Description	Quantity	Unite Price	Amount
1	Remove/Dispose 40' X60' existing PVC roof membrane, 2" insulation board & loose gravel	2400SF		
2	Remove/replace BUR roof and gypsum decking	500SF		
3	Remove/replace two (2) 30ft cover strip areas along seam and replace backed out fasteners	60LN		
4	Install primer and replace 2" ISO board	2400SF		
5	Install new 0.60 PVC membrane fully adhered to ISO board	2400SF		
6	Install strip and weld along edge where new and old materials meet	100LF		
7	Install 60' of new edge metal	60 LF		
			TOTAL:	

NOTE: SEE ATTACHED ROOF LOCATION



FLOOR PLAN - BLDG 718

- 1.0000 - 1.0000
- 2.0000 - 2.0000
- 3.0000 - 3.0000
- 4.0000 - 4.0000
- 5.0000 - 5.0000

NO.	DESCRIPTION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	10/10/00	...	...
2	ISSUED FOR CONSTRUCTION	10/10/00	...	...
3	ISSUED FOR AS-BUILT	10/10/00	...	...
4	ISSUED FOR RECORD	10/10/00	...	...
5	ISSUED FOR ARCHIVE	10/10/00	...	...

PROJECT	NO. 1000	DATE	10/10/00
CLIENT	...	DESIGNER	...
SCALE	1/8" = 1'-0"	PROJECT NO.	1000
DATE	10/10/00	BY	...
CHECKED	...	PROJECT NO.	1000

718

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**CONSTRUCTION CONTRACT  
(VRNTL-20-B-01 ROOF REPAIR AT 707 VETERANS PKWY)**

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

**AND  
Bash Pepper Roofing Company**

**DATED AS OF**

**June 24, 2019**

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## CONSTRUCTION CONTRACT

VRNTL-20-B-01 ROOF REPAIR AT 707 VETERANS PKWY

**THIS CONSTRUCTION CONTRACT** (this “**Contract**”) is made and entered into as of, but actually executed by the parties on the dates respectively set forth to the left of their signatures below, by and between the **Village of Rantoul**, Champaign County, Illinois, an Illinois municipal corporation (the “**Village**”) and **Bash Pepper Roofing Company**. (the “**Contractor**”).

**WHEREAS**, the Village has made an Invitation for Bids (VRNTL-20-B-01 ROOF REPAIR AT 707 VETERANS PKWY) dated June 2, 2019, (the “**IFB**”) under and by which bids were invited to provide any and all construction work, including any related labor, parts, materials, supplies and equipment in connection with the 707 Veterans Parkway PVC roof repair (VRNTL-20-B-01, the “**Project**”) as amended; and

**WHEREAS**, the Contractor submitted a Bid Form dated June 21, 2019, (the “**Bid**”) under and by which the Contractor proposed to perform all construction work required to be performed under the Contract Documents (as defined below) in connection with the Project as amended; and

**WHEREAS**, the Village has determined that it is necessary and in the best interests of the Village that it enter into this Contract in order that the Contractor may provide such repair work for and on behalf of the Village in connection with the Project.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, conditions, obligations and agreements herein contained, the Village and the Contractor hereby mutually covenant and agree as follows:

**Section 1. The Repair Work.** The Contractor agrees to perform and/or furnish any and all construction and installation work, including any and all labor, parts, materials, supplies and equipment required to be performed and/or furnished under the Contract Documents (as defined below), including the submission of any and all documents, instruments and certificates required to be submitted thereunder (collectively, the “**Work**”). In material part, such Work is more particularly specified under the Scope of Work (as defined in Section 2 of this Contract below).

**Section 2. Contract Documents.** Incorporated into and made a part of this Contract to the same extent as if fully set forth herein, and referred to jointly together with this Contract, are the following documents (collectively, the “**Contract Documents**”):

- (a) The Scope of Work for the Project (the “**Scope of Work**”);
- (b) The GENERAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACT) (the “**General Terms and Conditions**”); and
- (c) The Bid Form of the Contractor dated June 21, 2019, (the “**Bid**”).

The Contract Documents, together with any Change Orders to the Scope of Work subsequently ordered by the Village under and pursuant to the Contract Documents, shall constitute the entire agreement between the Village and the Contractor. There are no covenants, promises, agreements,

conditions or understandings, either oral or written, between the Village and the Contractor other than as set forth in the Contract Documents. The Contract Documents are intended to be complementary and any requirement or obligation under any one of them shall, to the extent applicable, be construed to be a requirement or obligation under all. The provisions of each of the Contract Documents are therefore further intended to be construed together in such a manner as to give full effect to each in the context of application, but in the event of any irreconcilable conflict between or among any of the provisions of the Contract Documents, the provisions of each of the following Contract Documents, in the order named below, shall prevail:

- (a) The Scope of Work;
- (b) This Contract;
- (c) The General Terms and Conditions; and
- (d) The Bid.

**Section 3. Prevailing Rate of Hourly Wages.** The Contractor shall pay as and to the extent required by the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) not less than the prevailing rate of hourly wages to all laborers, workers and mechanics employed by the Contractor or any subcontractor in connection with the Work. As required by such Prevailing Wage Act, the most recently revised prevailing rate of hourly wages, as determined by the Department of Labor of the State of Illinois, is attached to this Contract as notice to the Contractor of such revised rates.

**Section 4. Contract Term.** The Work under this Contract shall be commenced within fourteen (14) calendar days after this Contract has been executed by the Village and shall continue until completed within a period not greater than forty-five (45) calendar days thereafter, subject to any modifications or earlier termination as provided for in the Contract Documents (the “**Contract Term**”). The Contract Documents shall be and remain in full force and effect for the full period of the Contract Term and thereafter until the Village determines that all requirements and conditions of the Contract Documents have been met and that the Work is deemed complete. No Work shall be deemed complete unless and until it is accepted by the Village.

**Section 5. Contract Amount.** The Village shall pay to the Contractor, as full and complete consideration for the Contractor’s satisfactory performance of all of its obligations under the Contract Documents, except as may otherwise be specifically provided therein, a total [not to exceed] amount of **twenty-one thousand seven hundred and fifty, \$21,750.00 (the “Contract Amount”)** for all completed Work provided by the Contractor during the Contract Term, subject to the terms and conditions of the Contract Documents.

**Section 6. Payment.** After complete performance of the Work in accordance with all applicable provisions of the Contract Documents and upon an invoice submitted by the Contractor to the Village for such completed Work, the Village shall pay the Contractor the amount of such invoice as does not exceed the Contract Amount. Such invoice shall be in such form and detail as may be required by the Village and shall be accompanied by waivers of liens or the equivalent from all suppliers and subcontractors, if any. Such amount shall be paid by the Village within thirty (30) calendar days of the date submitted to the Village by the Contractor, provided, however, that the Village may withhold from such amount a sufficient amount of payment otherwise due to cover any

or all of the following:

- (a) any defective Work not otherwise remedied by the Contractor;
- (b) any claim arising in or from the performance of the Work by the Contractor under the Contract Documents; or
- (c) any failure of the Contractor to make any proper payment in connection with the Work to any of the Contractor's laborers, workers, mechanics, suppliers or subcontractors.

**Section 7. Performance and Payment Bond.** At the time of the execution and delivery of this Contract, the Contractor shall submit both a Performance Bond and a Labor and Material Payment Bond or a combined Performance and Payment Bond in favor of the Village. The Contractor shall not commence any of the Work under the Contract Documents until such bond(s) have been approved by the Village. Such bond(s) shall cover such performance of the Work, including any related services and all labor, parts, materials, supplies and equipment for the Work as described in the Contract Documents, whether by the Contractor or by any subcontractor. Such bond(s) shall remain in full force and effect for the duration of the Contract Term and thereafter as required by the Contract Documents. Such performance and payment bond(s) shall be conditioned on the full and faithful performance by the Contractor under the Contract Documents and shall be in an amount not less than 100% of the Contract Amount. Should the Contractor fail to perform as required by the Contract Documents or to pay for any services, labor, parts, materials, supplies or equipment in connection with the Work, the Village may draw upon such performance and payment bond(s) to the extent necessary to complete the Work and compensate the Village for any reasonable costs and expenses, including attorney fees, incurred by the Village in connection therewith.

**Section 8. Minimum Insurance Requirements.** Pursuant to Sections 5.02, 5.03 and 5.04 of the General Terms and Conditions (Construction Contract) of the Contract Documents, the Contractor and any of its subcontractors may not commence any Work under the Contract Documents until the Contractor and any such subcontractors have obtained and paid for all such insurance as may be required under and pursuant to such sections, and until such insurance has been approved by the Village. The types of insurance coverages and the amounts thereof (denoted in minimum amounts) under the Contract Documents (the "**Minimum Insurance Requirements**") are attached to this Contract and made part hereof:

**Section 9. Notices.** All notices, or other communications under or in respect of the Contract Documents, shall be in writing and shall be deemed to have been given when the same are: (i) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested; (ii) personally delivered; (iii) deposited with a nationally-recognized carrier for next day delivery, delivery charge prepaid; or (iv) telecopied; in each case, to the Village and the Contractor at their respective addresses (or at such other address as each may designate by written notice to the other), as follows:

If to the Village: Village of Rantoul  
Municipal Building  
333 South Tanner Street  
Rantoul, IL 61866  
Attn: Pat Chamberlin, Comptroller  
Tel: (217) 892-6850  
Fax: (217) 892-5501

If to the Contractor: Cord Schroeder  
712 N. Hickory  
Champaign, IL. 61829  
phone(217) 352-2200  
fax (217) 352-3523  
email:bashpepper1@att.net

**Section 10. Effective Date.** This Contract and the related Contract Documents shall become effective upon respective execution and delivery of this Contract by both the Village and the Contractor.

**IN WITNESS WHEREOF**, on the dates set forth to the left of their respective signatures, the parties hereto have executed or have caused this Contract to be executed by proper officers duly authorized to execute the same in two (2) or more duplicate originals or counterparts, as the case may be, any one of which shall be deemed an original of this Contract.

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

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

By: \_\_\_\_\_  
Charles Smith, Village President

ATTEST:

\_\_\_\_\_  
Michael P. Graham, Village Clerk

**CONTRACTOR:**

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

\_\_\_\_\_

## MINIMUM INSURANCE REQUIREMENTS

1. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Board Form Property Damage):

- a. Bodily Injury:
  - \$1,000,000.00 Each Occurrence
  - \$1,000,000.00 Aggregate, Products and Completed Operations
  
- b. Property Damage:
  - \$500,000.00 Each Occurrence
  - \$500,000.00 Aggregate
  
- c. Contractual Liability (Hold Harmless Coverage):
  - 1. Bodily Injury:
    - \$1,000,000.00 Each Occurrence
  - 2. Property Damage:
    - \$500,000.00 Each Occurrence
    - \$500,000.00 Aggregate
  
- d. Personal Injury, with Employment Exclusion deleted:
  - \$1,000,000.00 Aggregate

2. Comprehensive Automobile Liability (including owned, non-owned and hired):

- a. Bodily Injury:
  - \$1,000,000.00 Each Person
  - \$1,000,000.00 Each Accident
  
- b. Property Damage:
  - \$500,000.00 Each Occurrence

3. Workers' Compensation:

- a. State: Illinois Statutory
- b. Employer's Liability: \$500,000
- c. Benefits Required by Union labor contracts: As applicable

4. Umbrella Liability:

\$1,000,000.00

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
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<b>ITEM: Sale of 508 Eagle Drive (Buildings #705 &amp; #706)</b>	<b>DEPARTMENT: Public Works - EDC</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$23,775.00</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: June 24, 2019</b>

**SUMMARY HIGHLIGHTS:**

This Agenda Item provides for the sale of former Chanute Air Force Base Buildings #705 & #706 located at 508 Eagle Drive. These buildings served as part of the base's water treatment facilities. Building #705 is an approximately 4,230 square foot brick building and Building #706 is an approximately 3,345 square foot metal building. Both structures have been unoccupied and are not in especially good condition. This property has been listed with Coldwell Banker Devenoshire Realty and the Village has received two (2) offers, with the highest offer being from Dewey's Inc. in the amount of \$23,775.00.

The sale of this property will continue the redevelopment efforts of the former base area. The new owner will look to renovate these buildings for use as a storage of personal property. Both buildings contain the original tanks and equipment, which will require significant demolition in order to make the space more readily available for reuse.

This property is currently within the Economic Development Conveyance (EDC) footprint and the Village holds the title. There will be a down payment of \$1,000.00 which will be held until the closing. 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 Buildings #705 & #706 located at 508 Eagle Drive in the amount of \$23,775.00.

**DEPARTMENT HEAD APPROVAL:**

Eric Vences *EV*  
 G. Gregory Hazel, P.E. *[Signature]*

**VILLAGE ADMINISTRATOR:**

Scott Eisenhauer  
*[Signature]*

**AGENDA PAGE NUMBER:**



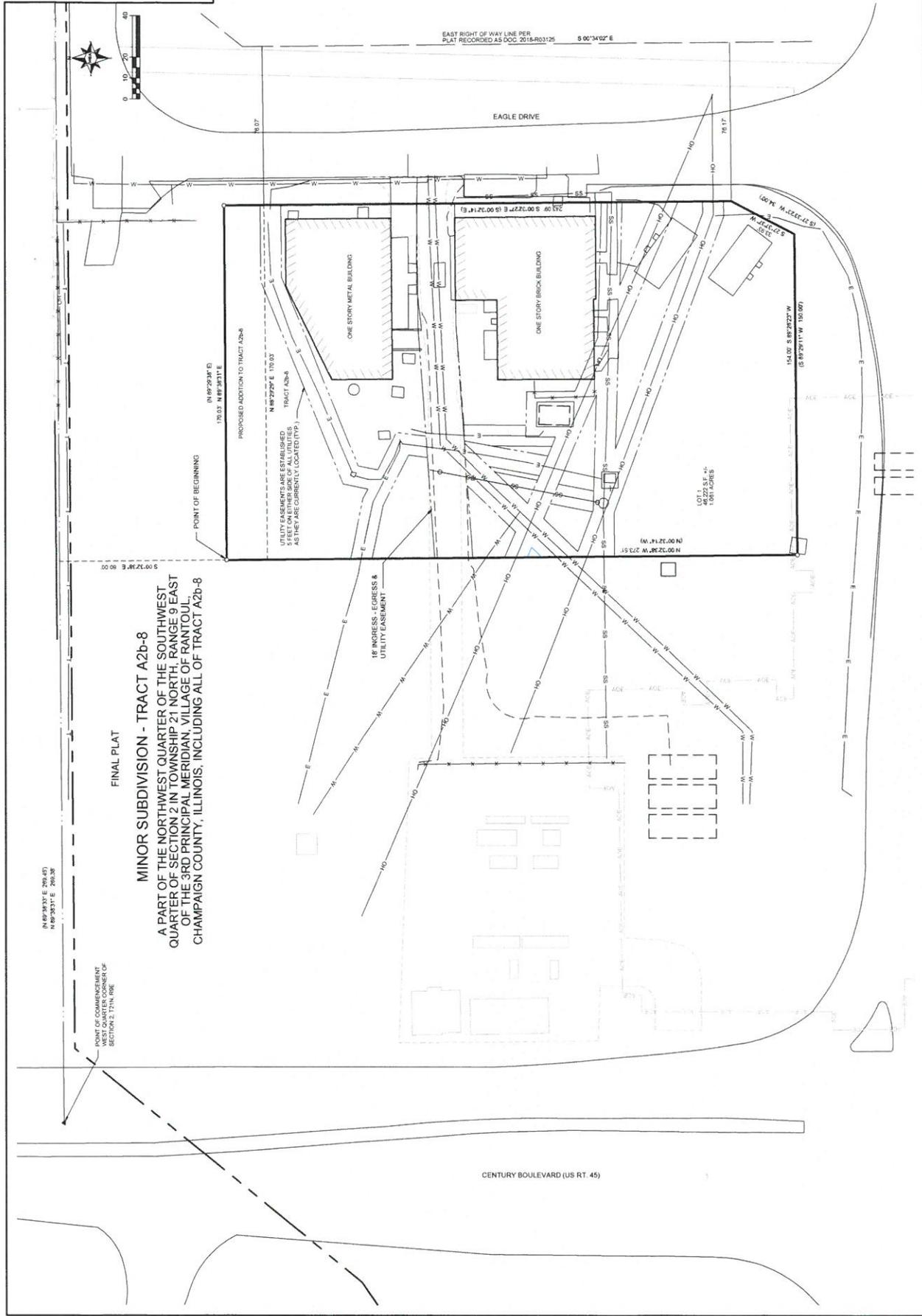
508 EAGLE DR  
Parcel A2b-8

**Village of Rantoul**  
Airport & EDC Properties  
For Sale



\*\*\*2017 Aerial Image provided by  
Champaign County GIS Consortium  
NOTE: This product was prepared for informational  
purposes only. It is not intended to be used for  
any other purpose. The Village of Rantoul  
shall not be held liable for any errors, omissions, or  
inaccuracies in the information provided.

6/25 /2019 BRUNYON



(N 89°33'37" E 200.45)  
(N 89°33'31" E 200.20)

FINAL PLAT

MINOR SUBDIVISION - TRACT A2b-8

A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 2 IN TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE 3RD PRINCIPAL MERIDIAN, VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, INCLUDING ALL OF TRACT A2b-8

POINT OF COMMENCEMENT WEST QUARTER CORNER OF SECTION 2, T21N, R9E

POINT OF BEGINNING

(N 89°28'38" E 176.03)  
(N 89°30'31" E 176.03)

PROPOSED ADDITION TO TRACT A2b-8

UTILITY EASEMENTS ARE ESTABLISHED 5 FEET ON EITHER SIDE OF ALL UTILITIES AS THEY ARE CURRENTLY LOCATED (N/P)

TRACT A2b-8  
(N 89°27'20" E 176.03)

18' INGRESS - EGRESS & UTILITY EASEMENT

EAST RIGHT OF WAY LINE PER PLAT RECORDED AS DEC. 2018, R03125 S 90°34'02" E

EAGLE DRIVE

CENTURY BOULEVARD (US RT. 45)

LOT 1  
10,222 SF ±  
1.081 ACRES

154.00' S 89°25'22" W  
(S 89°25'11" W 100.00')

100' FT. WIDE

76.17

76.07

PROJECT NO.	12413017
DATE	2 OF 2
PROJECT NAME	FINAL PLAT - WATER PLANT SITE - TRACT A2b-8
DATE	
SCALE	
DRAWN BY	
CHECKED BY	
DATE	
PLAT DATE	3/13/2018
PROJECT LOCATION	VILLAGE OF RANTOUL PART OF THE NW 1/4 OF THE SE 1/4 SEC 2, T21N, R9E, 3RD P.M. CHAMPAIGN COUNTY, ILLINOIS
PREPARED BY	MSA MIDWEST SURVEYING & LAND SERVICES 205 W Springfield Avenue, Champaign, IL 61820 (312) 299-8888

**ORDINANCE NO. 2614**

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

**WHEREAS**, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of a certain parcel of real estate commonly known as 508 Eagle Drive, Rantoul, Illinois, which is depicted 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 Dewey Shreves, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$23,775.00 (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 16th day of July, 2019.

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Village Clerk

**APPROVED** this 16th day of July, 2019.

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Village President

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

<b>AGENDA ITEM</b>	<b>PAGE</b> _____ <b>OF</b> _____
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<b>ITEM: Sale of 706 Waters Drive</b>	<b>DEPARTMENT: Public Works - EDC</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$65,000.00</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: June 26, 2019</b>
<b>SUMMARY HIGHLIGHTS:</b>  <p>This Agenda Item provides for the sale of the former Chanute Air Force Base central steam plant's auxiliary boiler building located at 706 Waters Drive. This property consists of 3000 square foot metal building located on approximately 3.7 acres. This building has been listed with Coldwell Banker Devonshire Realty. The Village has received three (3) proposals, with the highest offer is from Cameron Juday Real Estate in the amount of \$65,000.00.</p> <p>The sale of this building will continue the redevelopment efforts of the former base area. The new owner will look to utilize this building as storage for personal property related to the maintenance of his adjacent properties.</p> <p>This property is currently within the Economic Development Conveyance (EDC) footprint and the Village holds title. The proceeds from the sale will be earmarked for future EDC improvement projects as outlined in the EDC Agreement with the Air Force.</p>	
<b>RECOMMENDED ACTION:</b> Authorize the sale of the former central steam plant auxiliary boiler building located at 706 Waters Drive in the amount of \$65,000.00, plus platting fees.	
<b>DEPARTMENT HEAD APPROVAL:</b> Eric Vences <i>EV</i> G. Gregory Hazel, P.E. <i>[Signature]</i>	<b>VILLAGE ADMINISTRATOR:</b> Scott Eisenhauer <i>[Signature]</i>
<b>AGENDA PAGE NUMBER:</b>	



**Village of Rantoul**  
Airport & EDC Properties  
For Sale



\*\*\*2017 Aerial Image provided by  
Champaign County GIS Consortium  
NOTE: This product was prepared for informational  
and general reference purposes. The Village of Rantoul  
does not warrant the accuracy, completeness, or  
timeliness of the information provided.  
6/25/2019 BRunyon

**ORDINANCE NO. 2615**

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

**WHEREAS**, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of a certain parcel of real estate commonly known as 706 Waters Drive, Rantoul, Illinois, which is depicted 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 Cameron-Juday Real Estate, LLC, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$65,000.00 (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 16th day of July, 2019.

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Village Clerk

**APPROVED** this 16th day of July, 2019.

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Village President

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE ONE OF ONE

<b>ITEM:</b> Ordinance amendment to ARTICLE VIII. - OFFENSES RELATED TO TOBACCO PRODUCTS, ELECTRONIC CIGARETTES, ELECTRONIC CIGARETTE PRODUCTS, AND ALTERNATIVE NICOTINE PRODUCTS	<b>DEPARTMENT:</b>  <b>Police</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>  \$0
<b>ATTACHMENTS:</b> <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Supporting Documents	<b>DATE:</b>  July 9, 2019
<b>SUMMARY HIGHLIGHTS:</b> <b>SUMMARY HIGHLIGHTS:</b> The amendment to the tobacco ordinance is a result of legislation passed in Illinois raising the minimum age to possess, purchase and sell tobacco and related products to 21. The amendment also adds definitions and language related to alternative nicotine products and electronic cigarettes.	
<b>RECOMMENDED ACTION:</b>	
<b>DEPARTMENT HEAD APPROVAL</b>	<b>VILLAGE ADMINISTRATOR</b>  <i>Scott Eisenhower</i>

ARTICLE VIII. - OFFENSES RELATED TO TOBACCO PRODUCTS, ELECTRONIC CIGARETTES,  
ELECTRONIC CIGARETTE PRODUCTS, AND ALTERNATIVE NICOTINE PRODUCTS

**Sec. 20-215. - Definitions**

For the purposes of this Article, the following words and phrases shall have the meaning ascribed to them as follows:

“Adult-only facility” means: a facility or restricted area (whether open-air or enclosed) where the operator ensures or has a reasonable basis to believe (such as by checking identification as required under State law, or by checking the identification of any person appearing to be under the age of 30) that no person under legal age is present. A facility or restricted area need not be permanently restricted to persons under 21 years of age to constitute an adult-only facility, provided that the operator ensures or has a reasonable basis to believe that no person under 21 years of age is present during the event or time period in question.

“Age restricted area” means: a signed designated area in a retail establishment to which persons under 21 years of age are not permitted access unless accompanied by a parent or legal guardian.

“Alternative nicotine product” means: a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. “Alternative nicotine product” does not include: cigarettes and tobacco products; tobacco product and electronic cigarette as defined in this Section; or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

“Electronic cigarette” means: (1) any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; (2) any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or (3) any solution or substance, whether or not it contains nicotine intended for use in the device. “Electronic cigarette” includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device. “Electronic cigarette” does not include: cigarettes and tobacco products; tobacco product and alternative nicotine product as defined in this Section; any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.

“Line of sight” means: visible to a cashier or other employee.

“Lunch wagon” means: a mobile vehicle designed and constructed to transport food and from which food is sold to the general public.

“Nicotine” means: any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

“Tobacco product” means: any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco,

snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include: an electronic cigarette and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

#### **Sec. 20-216. - Prohibition on Possession**

It shall be unlawful and a violation of this Section for any person under twenty-one (21) years of age to possess any tobacco product, electronic cigarette, electronic cigarette product, or alternative nicotine product, provided that the possession of any tobacco products, electronic cigarettes, electronic cigarette product, or alternative nicotine product by a person under twenty-one (21) years of age shall not be prohibited under this Section when such possession is under the direct supervision of the parent or guardian of such person in the privacy of such parent's or guardian's home.

#### **Sec. 20-217. - Prohibition on Sale**

Prohibition on the sale of any tobacco product, electronic cigarette, and alternative nicotine product to persons under 21 years of age; prohibition on the distribution of tobacco product samples, electronic cigarette samples, and alternative nicotine product samples to any person; use of identification cards; vending machines; lunch wagons; out-of-package sales.

(a) No person under 21 years of age shall buy any tobacco product, electronic cigarette, or alternative nicotine product. No person shall sell, buy for, distribute samples of or furnish any tobacco product, electronic cigarette, or any alternative nicotine product to any person under 21 years of age.

(b) No person under 16 years of age may sell any tobacco product, electronic cigarette, or alternative nicotine product at a retail establishment selling tobacco products, electronic cigarettes, or alternative nicotine products. This subsection does not apply to a salesclerk in a family-owned business which can prove that the salesclerk is in fact a son or daughter of the owner.

(c) Before selling, offering for sale, giving, or furnishing a tobacco product, electronic cigarette, or alternative nicotine product to another person, the person selling, offering for sale, giving, or furnishing the tobacco product, electronic cigarette, or alternative nicotine product shall verify that the person is at least 21 years of age by examining from any person that appears to be under 30 years of age a government-issued photographic identification that establishes the person to be 21 years of age or older.

(d) No person under 21 years of age in the furtherance or facilitation of obtaining any tobacco product, electronic cigarette, or alternative nicotine product shall display or use a false or forged identification card or transfer, alter, or deface an identification card.

(e) A person shall not distribute without charge samples of any tobacco product to any other person, regardless of age, except for smokeless tobacco in an adult-only facility. This subsection (e) does not apply to the distribution of a tobacco product, electronic cigarette, or alternative nicotine product sample in any adult-only facility.

(f) The sale or distribution by any person of a tobacco product, including but not limited to a single or loose cigarette, that is not contained within a sealed container, pack, or package as provided by the

manufacturer, which container, pack, or package bears the health warning required by federal law, is prohibited.

**Sec. 20-218. - Sales through Vending Machines.**

(a) Tobacco products, electronic cigarettes, and alternative nicotine products may be sold through a vending machine only if such tobacco products, electronic cigarettes, and alternative nicotine products are not placed together with any non-tobacco product, other than matches, in the vending machine and the vending machine is in any of the following locations:

- (1) Places to which persons under 21 years of age are not permitted access at any time.
- (2) Places where alcoholic beverages are sold and consumed on the premises and vending machine operation is under the direct supervision of the owner or manager.

(b) The sale of any tobacco product from a vending machine under direct supervision of the owner or an employee of the establishment is considered a sale of any such tobacco product by such person. As used in this subsection, the term "direct supervision" means the owner or employee has an unimpeded line of sight to the vending machine.

**Sec. 20-219. - Sting Operations**

It is not a violation of this Ordinance for a person under 21 years of age to purchase a tobacco product, electronic cigarette, or alternative nicotine product if the person under the age of 21 purchases or is given the tobacco product, electronic cigarette, or alternative nicotine product in any of its forms from a retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or an employee of the retail seller pursuant to a plan or action to investigate, patrol, or otherwise conduct a "sting operation" or enforcement action against a retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or a person employed by the retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or on any premises authorized to sell tobacco products, electronic cigarettes, or alternative nicotine products to determine if tobacco products, electronic cigarettes, or alternative nicotine products are being sold or given to persons under 21 years of age if the "sting operation" or enforcement action is approved by, conducted by, or conducted on behalf of the Rantoul Police Department, the Department of State Police, the county sheriff, the Department of Revenue, the Department of Public Health, or a local health department. The results of any sting operation or enforcement action, including the name of the clerk, shall be provided to the retail seller within 7 business days.

**Sec.20-220. - Tobacco Product Displays**

All single packs of cigarettes, and electronic cigarettes, and alternative nicotine products must be sold from behind the counter or in an age restricted area or in a sealed display case. Any other tobacco products must be sold in line of sight. The restrictions described in this Section do not apply to a retail tobacco store that (i) derives at least 90% of its revenue from tobacco and tobacco related products; (ii) does not permit persons under the age of 21 to enter the premises unless accompanied by a parent or legal guardian; and (iii) posts a sign on the main entrance way stating that persons under the age of 21 are prohibited from entering unless accompanied by a parent or legal guardian.

**Sec. 20-221. - Warning Signs**

Signs informing the public of the age-of-sale restrictions shall be posted at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale. Each sign shall be plainly visible and shall state: "THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER

TWENTY-ONE YEARS OF AGE IS PROHIBITED BY LAW". The text of such signs must be in red letters on a white background, and said letters must be at least one inch (1") high.

**Sec. 20-222. - Inspection**

The Chief of Police or his/her designee are hereby authorized and empowered to conduct annual, random, unannounced inspections of all places wherein such tobacco products, electronic cigarettes, electronic cigarette product or alternative nicotine products are licensed to be sold, for the purpose of ascertaining whether the laws of the State and of the Village in relation to the same, are being complied with at such place.

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

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

<b>ITEM:</b> Community Block Grant Annual Action Plan Submission	<b>DEPARTMENT:</b> Community Development
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b> \$337,165
<b>ATTACHMENTS:</b> <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Supporting Documents	<b>DATE:</b> July 2, 2019
<b>SUMMARY HIGHLIGHTS:</b>	
<p>It is anticipated that the Rantoul Community Development Block Grant Program will have a budget in FY19-20 of \$806,063. Revenues include: \$337,165 in new grant funding from the U.S. Dept. of Housing &amp; Urban Development and \$468,898 in carry-over grant funding. On June 27, 2019 the Citizens Advisory Committee recommended that the following activities be funded: Administration and Planning- \$67,433; Social Service Agency grants-\$50,574, \$250,000 for owner-occupied housing rehabilitation; \$359,276 for infrastructure development; and \$78,780 for building demolition.</p> <p>The complete plan can be viewed at:  <a href="http://www.myrantoul.com/DocumentCenter/View/4818/DRAFT-2019-Annual-Action-Plan?bidId=">http://www.myrantoul.com/DocumentCenter/View/4818/DRAFT-2019-Annual-Action-Plan?bidId=</a> </p>	
<b>RECOMMENDED ACTION:</b> Board approval of, and authorization to submit the 2019 Annual Action to HUD.	
<b>DEPARTMENT HEAD APPROVAL</b> 	<b>VILLAGE ADMINISTRATOR</b> 

**COMMUNITY DEVELOPMENT RESOLUTION NO. 295  
RESOLUTION OF THE PRESIDENT AND BOARD OF TRUSTEES TO APPROVE  
THE 2019 ANNUAL ACTION PLAN (B-19-MC-17-0019) AND TO FILE A SUBMISSION  
FOR ASSISTANCE UNDER THE HOUSING AND COMMUNITY DEVELOPMENT  
ACT, AS AMENDED**

**WHEREAS**, the purpose of the Consolidated Plan is to identify strategies and resources available to meet affordable housing and community development needs for the six-year period from FY2013-2014 to FY2018-2019; and

**WHEREAS**, the Consolidated Plan includes an Annual Action Plan for FY2019-2020 that serves as the Village of Rantoul's application to the Federal Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds; and

**WHEREAS**, a public hearing was conducted by the Rantoul Citizens Advisory Committee to receive input on the Annual Action Plan, on June 27, 2019,

**WHEREAS**, the Annual Action Plan must be submitted to HUD by July 20, 2019;

**NOW, THEREFORE BE IT RESOLVED** by the President and Board of Trustees of the Village of Rantoul, Illinois, that:

1. The Village Board approves the attached FY2019-2020 Annual Action Plan; and,
2. The Village Board authorizes the President of the Board of Trustees to submit the proposal and all understandings and assurances contained therein and directs and authorizes the President to provide additional information as may be necessary.

**PASSED AND APPROVED** this 16<sup>th</sup> day of July, 2019.

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Charles R. Smith, President  
Village Board of Trustees

ATTEST:

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Mike Graham  
Village Clerk

**ORDINANCE NO. 2616**

**AN ORDINANCE  
SUPPLEMENTING AND AMENDING  
ARTICLE VIII OF CHAPTER 20 OF THE RANTOUL CODE**

**VILLAGE OF RANTOUL  
CHAMPAIGN COUNTY, ILLINOIS**

**CERTIFICATE OF PUBLICATION**

Published in pamphlet form this 16th day of July, 2019, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

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Village Clerk

**ORDINANCE NO. 2616**

**AN ORDINANCE  
SUPPLEMENTING AND AMENDING  
ARTICLE VIII OF CHAPTER 20 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.** ARTICLE VIII, entitled “OFFENSES RELATED TO TOBACCO PRODUCTS, ELECTRONIC CIGARETTES, ELECTRONIC CIGARETTE PRODUCTS, AND ALTERNATIVE NICOTINE PRODUCTS”, of CHAPTER 20, entitled “OFFENSES AND MISCELLANEOUS PROVISIONS”, of the Rantoul Code, as supplemented and amended, be and the same is hereby supplemented and amended to provide 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 other ordinances or parts of other ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

**Section 4. Publication.** The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

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

**PASSED** this 16th day of July, 2019.

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Village Clerk

**APPROVED** this 16th day of July, 2019.

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Village President

ARTICLE VIII. OFFENSES RELATED TO TOBACCO PRODUCTS, ELECTRONIC CIGARETTES, ELECTRONIC CIGARETTE PRODUCTS, AND ALTERNATIVE NICOTINE PRODUCTS

**Sec. 20-215. - Definitions**

For the purposes of this Article, the following words and phrases shall have the meaning ascribed to them as follows:

“Adult-only facility” means: a facility or restricted area (whether open-air or enclosed) where the operator ensures or has a reasonable basis to believe (such as by checking identification as required under State law, or by checking the identification of any person appearing to be under the age of 30) that no person under legal age is present. A facility or restricted area need not be permanently restricted to persons under 21 years of age to constitute an adult-only facility, provided that the operator ensures or has a reasonable basis to believe that no person under 21 years of age is present during the event or time period in question.

“Age restricted area” means: a signed designated area in a retail establishment to which persons under 21 years of age are not permitted access unless accompanied by a parent or legal guardian.

“Alternative nicotine product” means: a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means. “Alternative nicotine product” does not include: cigarettes and tobacco products; tobacco product and electronic cigarette as defined in this Section; or any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

“Electronic cigarette” means: (1) any device that employs a battery or other mechanism to heat a solution or substance to produce a vapor or aerosol intended for inhalation; (2) any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or (3) any solution or substance, whether or not it contains nicotine intended for use in the device. “Electronic cigarette” includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device. “Electronic cigarette” does not include: cigarettes and tobacco products; tobacco product and alternative nicotine product as defined in this Section; any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and is being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.

“Line of sight” means: visible to a cashier or other employee.

“Lunch wagon” means: a mobile vehicle designed and constructed to transport food and from which food is sold to the general public.

“Nicotine” means: any form of the chemical nicotine, including any salt or complex, regardless of whether the chemical is naturally or synthetically derived.

“Tobacco product” means: any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. “Tobacco product” includes any component, part, or accessory of a tobacco product, whether or not sold separately. “Tobacco product” does not include: an electronic cigarette and alternative nicotine product as defined in this Section; or any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

#### **Sec. 20-216. - Prohibition on Possession**

It shall be unlawful and a violation of this Section for any person under twenty-one (21) years of age to possess any tobacco product, electronic cigarette, electronic cigarette product, or alternative nicotine product, provided that the possession of any tobacco products, electronic cigarettes, electronic cigarette product, or alternative nicotine product by a person under twenty-one (21) years of age shall not be prohibited under this Section when such possession is under the direct supervision of the parent or guardian of such person in the privacy of such parent's or guardian's home.

#### **Sec. 20-217. - Prohibition on Sale**

Prohibition on the sale of any tobacco product, electronic cigarette, and alternative nicotine product to persons under 21 years of age; prohibition on the distribution of tobacco product samples, electronic cigarette samples, and alternative nicotine product samples to any person; use of identification cards; vending machines; lunch wagons; out-of-package sales.

(a) No person under 21 years of age shall buy any tobacco product, electronic cigarette, or alternative nicotine product. No person shall sell, buy for, distribute samples of or furnish any tobacco product, electronic cigarette, or any alternative nicotine product to any person under 21 years of age.

(b) No person under 16 years of age may sell any tobacco product, electronic cigarette, or alternative nicotine product at a retail establishment selling tobacco products, electronic cigarettes, or alternative nicotine products. This subsection does not apply to a salesclerk in a family-owned business which can prove that the salesclerk is in fact a son or daughter of the owner.

(c) Before selling, offering for sale, giving, or furnishing a tobacco product, electronic cigarette, or alternative nicotine product to another person, the person selling, offering for sale, giving, or furnishing the tobacco product, electronic cigarette, or alternative nicotine product shall verify that the person is at least 21 years of age by examining from any person that appears to be under 30 years of age a government-issued photographic identification that establishes the person to be 21 years of age or older.

(d) No person under 21 years of age in the furtherance or facilitation of obtaining any tobacco product, electronic cigarette, or alternative nicotine product shall display or use a false or forged identification card or transfer, alter, or deface an identification card.

(e) A person shall not distribute without charge samples of any tobacco product to any other person, regardless of age, except for smokeless tobacco in an adult-only facility. This subsection (e) does not apply to the distribution of a tobacco product, electronic cigarette, or alternative nicotine product sample in any adult-only facility.

(f) The sale or distribution by any person of a tobacco product, including but not limited to a single or loose cigarette, that is not contained within a sealed container, pack, or package as provided by the manufacturer, which container, pack, or package bears the health warning required by federal law, is prohibited.

**Sec. 20-218. - Sales through Vending Machines.**

(a) Tobacco products, electronic cigarettes, and alternative nicotine products may be sold through a vending machine only if such tobacco products, electronic cigarettes, and alternative nicotine products are not placed together with any non-tobacco product, other than matches, in the vending machine and the vending machine is in any of the following locations:

- (1) Places to which persons under 21 years of age are not permitted access at any time.
- (2) Places where alcoholic beverages are sold and consumed on the premises and vending machine operation is under the direct supervision of the owner or manager.

(b) The sale of any tobacco product from a vending machine under direct supervision of the owner or an employee of the establishment is considered a sale of any such tobacco product by such person. As used in this subsection, the term “direct supervision” means the owner or employee has an unimpeded line of sight to the vending machine.

**Sec. 20-219. - Sting Operations**

It is not a violation of this Ordinance for a person under 21 years of age to purchase a tobacco product, electronic cigarette, or alternative nicotine product if the person under the age of 21 purchases or is given the tobacco product, electronic cigarette, or alternative nicotine product in any of its forms from a retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or an employee of the retail seller pursuant to a plan or action to investigate, patrol, or otherwise conduct a “sting operation” or enforcement action against a retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or a person employed by the retail seller of tobacco products, electronic cigarettes, or alternative nicotine products or on any premises authorized to sell tobacco products, electronic cigarettes, or alternative nicotine products to determine if tobacco products, electronic cigarettes, or alternative nicotine products are being sold or given to persons under 21 years of age if the “sting operation” or enforcement action is approved by, conducted by, or conducted on behalf of the Rantoul Police Department, the Department of State Police, the county sheriff, the Department of Revenue, the Department of Public Health, or a local health department. The results of any sting operation or enforcement action, including the name of the clerk, shall be provided to the retail seller within 7 business days.

**Sec.20-220. - Tobacco Product Displays**

All single packs of cigarettes, and electronic cigarettes, and alternative nicotine products must be sold from behind the counter or in an age restricted area or in a sealed display case. Any other tobacco products must be sold in line of sight. The restrictions described in this Section do not apply to a retail tobacco store that (i) derives at least 90% of its revenue from tobacco and tobacco related products; (ii) does not permit persons under the age of 21 to enter the premises unless accompanied by a parent or legal guardian; and (iii) posts a sign on the main entrance way stating that persons under the age of 21 are prohibited from entering unless accompanied by a parent or legal guardian.

**Sec. 20-221. - Warning Signs**

Signs informing the public of the age-of-sale restrictions shall be posted at or near every display of tobacco products and on or upon every vending machine which offers tobacco products for sale. Each sign shall be plainly visible and shall state: "THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER TWENTY-ONE YEARS OF AGE IS PROHIBITED BY LAW". The text of such signs must be in red letters on a white background, and said letters must be at least one inch (1") high.

**Sec. 20-222. - Inspection**

The Chief of Police or his/her designee are hereby authorized and empowered to conduct annual, random, unannounced inspections of all places wherein such tobacco products, electronic cigarettes, electronic cigarette product or alternative nicotine products are licensed to be sold, for the purpose of ascertaining whether the laws of the State and of the Village in relation to the same, are being complied with at such place.