Rantoul Village Board of Trustees
Regular Study Session
October 5, 2021
6:00 PM

Order of Business

1. Call to Order

2. Roll Call

3. Approval of Agenda

4. Public Participation

Citizens wishing to address the Village Board with respect to any item of business listed upon the agenda, or any matter not appearing on the agenda, are asked to complete a public participation form, and submit it to the Village Clerk prior to the meeting. Comments will be limited to three minutes for each speaker.

5. Items from the Mayor

(A) Presentation by Visit Champaign County Executive Director Jayne DeLuce

6. Items from Trustees

7. Items from the Clerk

All minutes are drafts until approved at the regular board meeting. The Village is required to post the approved minutes on their web site within 30 days of approval.

(A) Minutes of Regular Study Session September 7, 2021

(B) Minutes of Regular Board Meeting September 14, 2021

8. Items from the Administrator

(A) Agreement Extending Contract with C-Carts

(B) Ordinance Amending Chapter 20 Pertaining to Prohibited Cannabis Business Establishments

(C) Resolution Requesting IDOT to Reduce Speed Limit on Route 136 Between Murray Road and Myers Street from 40 mph to 35 mph

(D) Agreement for Payment of Interest for Bergson, LLC

9. Items from Comptroller

10. Items from Human Resources

(A) Village Applicant Demographics Report

11. Items from Police Department

(A) Approve the purchase of new flooring in the main level and basement of the police department

12. Items from Fire Department

13. Items from Building Safety

Order of Business

14. Items from Community Development

(A) Sale of Village Property at 501 & 505 Condit Drive

15. Items from Recreation

16. Items from Public Works

17. Items from Counsel

18. Items for Closed Session

(A) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body.

19. Adjournment

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: October 5, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Presentation by Visit Champaign County Executive Director Jayne DeLuce	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of Regular Study Session September 7, 2021	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT:
ATTACHMENTS: 1. Sept 7 draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
September 7, 2021

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 at 6:00 P.M.

Roll Call

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

Mayor Smith, and Trustees Crider, Wilkerson, Hall, Robertson, Weathersby and Johnson – 7

The following representatives of Village departments were also present:

Deborah Sage, Human Relations; Chris Milliken, Urban Planning Manager; Jake McCoy, Assistant Public Works Director; David Wesner, Attorney and Janet Gray, Village Clerk.

Approval of Agenda

Trustee Hall moved to approve the agenda. Trustee Robertson seconded the motion. On a roll call vote:

YEAS: Hall, Robertson, Weathersby, Johnson, Crider, and Wilkerson – 6.
NAYS: None – 0.

The motion carried 6-0.

Public Participation

There was no Public Participation.

Items from Mayor

A. The Mayor reminded the public about Governor Pritzker's Executive Order 87 mandating the wearing of mask in public places.
B. The Mayor stated he will be appointing members to the Naming Committee to review a request that has been submitted.
C. The Mayor presented names for affirmation of members for various committees:
   - Craig Rogers, with the Bank of Rantoul to the Police Pension Board for a term to expire in 2023
   - Scott Grumish with First Mid Bank to the Micro Loan/Revolving Loan Fund Review Committee for a term to expire in 2024
   - Albert Bennett to the Human Relations Committee for a term expiration of 2025. Mr. Bennett is Pastor at the Bible Baptist Church.

This committee appointments will go to the Board for approval.

Items from Trustees

A. Trustee Hall stated residents in District 5 will meet next week to discuss forming a Neighborhood Association.
B. Trustee Weathersby stated that a meeting date is being set for residents in District 1 to meet regarding a Neighborhood Association.
C. Trustee Crider thanked Jake McCoy for looking at the areas she mentioned at last month's board meeting. She also announced a meeting of District 2 residents on September 18 at the Youth Center to discuss a Neighborhood Association.

Items from Clerk

A. Minutes of Regular Study Session, August 3, 2021
B. Minutes of Regular Board Meeting, August 10, 2021

These minutes will go to the Board for approval.

Items from Administration

No items to report.

Items from Comptroller

No Items to report.

Items from Human Resources

A. Deborah Sage reminded the Board of the Employee Appreciation Lunch on September 15 at the Sports Complex.
B. She also informed the Board of a Job Fair at the Sports Complex on Wednesday, September 8.

Items from Police Department

No Items to report.

Items from Fire Department

No Items to report.

Items from Building Safety

No items to report.

Items from Community Development

No Items to report.

Items from the Recreation

No Items to report.

Items from Public Works

A. The north traveling bridge filter has failed. Public Works is requesting the board approve changing the priority repair of the south filter to the north filter. This change would include the approval of Change Order #1 in the amount of $46,911.00 with Aqua-Aerobic Systems to remove and replace the water hood

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and skimmer on the north traveling bridge filter. Public Works is also requesting the approval of Change Order #2 in the amount of $15,000.00 to allow for the purchase of different materials which have a 10-26 week waiting time vs. a six month wait for the originally quoted materials. This item will go to the Board for approval.

B. Public Works would like to apply for a Safe Routes to School Grant in the amount of $470,000.00 for improvements at Pleasant Acres Elementary School. A Resolution of Support from the Village is required for the application. This item will go to the Board for approval.

Items from Counsel

A. The Attorney stated that the Home Theatre building was recently sold to an entity that has the funds to make the required improvements.
B. The Village is working with the Attorney representing the Hallmark building to encourage the sale to a buyer who can repair the building.
C. The Attorney is working with Scott Morgan, Building Safety to review and adopt more current International Building Codes. These changes will be brought to the board for review.

Items for Closed Session

Trustee Johnson moved to enter into closed session pursuant to 5 ILSC 120/2 (C) to consider the setting of a price for sale or lease of property owned by the public body. Trustee Crider seconded the motion. On a roll call vote:

YEAS: Johnson, Crider, Wilkerson, Hall, Robertson and Weathersby – 6.
NAYS: None – 0.

The motion carried 6-0.

The Village Board went into Closed Session at 6:45 pm.

The Village Board returned to Open Session at 7:12 pm

Meeting Adjourned

The Mayor adjourned the meeting at 7:12.

Respectfully submitted,

Janet E. Gray, MMC
Village Clerk

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Approved

_____
Charles Smith
Village President

ATTEST:

_____
Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Study Session of the Board of Trustees held September 7, 2021 as the same appears on the records of the Village now in my custody and keeping.

_____
Janet E. Gray, MMC
Village Clerk

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BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of Regular Board Meeting September 14, 2021	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT:
ATTACHMENTS: 1. Sept 14 draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
SEPTEMBER 14, 2021

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., President Charles Smith presiding. President Smith called the meeting to order.

Invocation & Pledge of Allegiance
Pastor Terry Sheppard, Christian Life Church, opened the meeting in prayer. Following the invocation Trustee Hall led the audience in recitation of the Pledge of Allegiance.

Roll Call
The Clerk called the roll, finding the following members present:

Mayor Smith, and Trustees Crider, Wilkerson, Hall, Robertson, Weathersby and Johnson – 7.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Jake McCoy, Assistant Public Works Director; David Wesner, Attorney and Janet Gray, Village Clerk

Approval of Agenda
Trustee Crider moved to approve the agenda for the meeting, as presented. Trustee Hall seconded the motion. On a Roll Call vote:
YEAS: Crider, Wilkerson, Hall, Robertson, Weathersby and Johnson – 6.
NAYS: None – 0.
The motion carried 6-0.

Public Participation
Ms. Barbara Anderson invited the Board, staff and public to the Domestic Violence Vigil being held Monday, October 4 at 6:00 pm in front of the Municipal Building.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

A. Affirmation of the Appointment of Craig Rogers to the Police Pension Board for a term expiration of 2023.

B. Affirmation of the Appointment of Scott Grumish to the Micro Loan Review Committee/Revolving Loan Fund Review Committee for a term expiration of 2024.
C. Affirmation of the Appointment of Albert Bennett to the Human Relations Committee for a term expiration of 2025.
D. Minutes of Regular Study Session August 3, 2021.
E. Minutes of Regular Board Meeting August 10, 2021.
F. Approval of bills and monthly financial report.

Trustee Hall moved to approve the Consent Agenda items by omnibus vote. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Hall, Robertson, Weathersby, Johnson, Crider and Wilkerson - 6.
NAYS: None – 0.

The motion carried 6-0.

B. Consideration of Bids, Contracts & Other Items of Expenditure

Trustee Hall moved to authorize and approve the agreement with Aqua-Aerobic System for change Order #1 and #2 for the North Traveling Bridge Filter in the amount of $64,042.00. Trustee Robertson seconded the motion. On a Roll Call vote:

YEAS: Hall, Robertson, Weathersby, Johnson, Crider, and Wilkerson – 6.
NAYS: None – 0.

The motion carried 6-0.

C. Consideration of Ordinances & Resolutions

Resolution No. 6-21-1347
A RESOLUTION IN SUPPORT OF AN IDOT SAFE ROUTES TO SCHOOL 2021 PROJECT (Pleasant Acres Elementary School)

Trustee Johnson moved to pass Resolution No. 6-21-1347. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Johnson, Crider, Wilkerson, Hall, Robertson and Weathersby – 6.
NAYS: None – 0.

The motion carried 6-0.

D. New Business

E. Announcement

F. Closed Session

No closed session was held.

G. Adjournment

Trustee Wilkerson moved to adjourn the meeting. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Wilkerson, Hall, Robertson, Weathersby, Johnson and Crider – 6.
NAYS: None – 0.

The motion carried 6-0.

MEETING ADJOURNED AT 6:15 PM

Janet E. Gray, MMC
Village Clerk

Approved

_____
Charles Smith
Village President

ATTEST:

_____
Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held September 14, 2021 as the same appears on the records of the Village now in my custody and keeping.

_____
Janet E. Gray, MMC
Village Clerk

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BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Agreement Extending Contract with C-Carts	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT: $9652 per month
ATTACHMENTS: 1. Rantoul Service Agreement with C-Carts	ADMINISTRATIVE NOTES: One Year Extension of the Current Agreement

SUMMARY HIGHLIGHTS:

The Village of Rantoul receives its public transportation from the Champaign-Urbana Mass Transit District through a service program entitled C-Carts. The Village of Rantoul entered into an agreement for those services to be provided. Last year, the Board of Trustees approved a one-year extension, with no changes to this agreement. This agreement has two changes, including a 3% increase in the monthly service fee, and language allowing for agreement to apportion any monthly payment if a reduction in service occurs.

RECOMMENDED ACTION: Recommended action is to approve the agreement allowing for a one-year extension.

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

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

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

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

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1) **RTAG and RPC hereby approve of the changes herein regarding rural public transportation services to be provided in the Village of Rantoul by MTD as set forth in the IGA.**

2) **The term of this agreement shall be one (1) year from the date of execution by RANTOUL set forth in the signature block for the Village of Rantoul.**

3) **(a) RANTOUL agrees to make monthly payments, following the schedule below, directly to Champaign-Urbana Mass Transit District at 1101 E. University Avenue, Urbana, Illinois, for each full month of transportation services provided to RANTOUL as set forth in this agreement.**

Date Range	Monthly Payment
November 2021 – October 2022	$9652.00

(b) The monthly payments due hereunder shall be paid on or before the 10th day of each month following the month in which the transit services were provided.

(c) The parties agree to apportion the monthly payment due hereunder for any month in which the transportation services are provided for only a portion of the month.

(d) Fares collected are not a credit against the monthly payments due hereunder.

4) **(a) In the event of any changes affecting MTD's ability to provide service, contact shall be made with RANTOUL's Village Administrator. In the event of emergency changes in service conditions in the Village of Rantoul, RANTOUL shall contact the MTD Operations Department (Evan Alvarez or Jay Rank).**

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

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

   Route performance will be assessed with RANTOUL on a quarterly basis.

6) **Any of the parties may terminate this Agreement in ninety (90) days written notice to the other parties. MTD may suspend its service under this Agreement if RANTOUL fails to make timely payments as set forth in paragraph 3 above.**

7) **The parties acknowledge that nothing in this agreement creates a joint venture or other business relationship among/between the parties other than those specifically set forth herein.**

8) **Notices provided for shall be deemed given when mailed by certified mail to the parties at their address given below in their signature block:**

Rural Transit Advisory Group

BY: _____ Date: _____

Address: 1776 East Washington Street
Urbana, IL 61802

Champaign County Regional Planning Commission

BY: _____ Date: _____

Address: 1776 East Washington Street
Urbana, IL 61802

Champaign-Urbana Mass Transit District

BY: _____ Date: _____

Address: 1101 East University Avenue
Urbana, IL 61802

Village of Rantoul

BY: _____ Date: _____

Address: 333 South Tanner Street
Rantoul, IL 61866

Attachment A

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

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance Amending Chapter 20 Pertaining to Prohibited Cannabis Business Establishments	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT: Not Applicable
ATTACHMENTS: 1. 09-21 Ord. Amend Ch. 20 re Prohibiting Cannabis Establishments - Allow Growers 2. faq sheet on adult use cannabis craft growers license	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

The Village of Rantoul has been approached by a number of interested parties regarding the community's interest in establishing an "Adult-Use Cannabis Craft Grower" license. A business of this nature would be required to meet specific zoning restrictions, could not exceed 14,000 square feet in size, and would only allow for the cultivation, drying, curing, and packaging of cannabis for sale at a dispensing organization or use at a processing organization. Dispensing will not be allowed as part of this amendment. This amendment is necessary since the Village, in its creation of Chapter 20, prohibits all forms of cannabis sale, delivery, cultivation, packaging, or dispensing currently, and only under this amendment could a Craft Grower business operate in the Village.

RECOMMENDED ACTION: Recommended Action is to approve the amendment allowing for an Adult-Use Cannabis Craft Grower license to be allowed to operate within the village limits.

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. _____

AN ORDINANCE
AMENDING CHAPTER 20, ARTICLE XII OF THE CODE OF ORDINANCES
OF THE VILLAGE OF RANTOUL PERTAINING TO
PROHIBITED CANNABIS BUSINESS ESTABLISHMENTS

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the **"Village"**) has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and that protect the public health, safety and welfare of its citizens; and

WHEREAS, pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, the Village adopted Ordinance No. 2631 prohibiting Adult-Use Cannabis Business Establishments within the Village; and

WHEREAS, the Village has determined that the operation of Adult-Use Cannabis Craft Grower establishments would not present adverse impacts upon the health, safety and welfare of the residents, or additional costs, burdens and impacts upon law enforcement and regulatory operations of the Village.

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

Section 1. Recitals. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That Chapter 20, ARTICLE XII, entitled "CANNABIS BUSINESS ESTABLISHMENT PROHIBITED", of the Rantoul Code, be amended by deleting "Adult-Use Cannabis Craft Grower" from the list of prohibited Adult-Use Cannabis Business Establishments set forth in Section 20-361.

Section 3. Severability. If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

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 12th day of October, 2021.

_____
Village Clerk

APPROVED this 12th day of October, 2021.

_____
Village President

CRAFT GROWERS

What is the definition of "craft grower?"

- "Craft grower" means a facility operated by an organization or business that is licensed by the Illinois Department of Agriculture to cultivate, dry, cure and package cannabis and perform other necessary activities to make cannabis available for sale at a dispensing organization or use at a processing organization. A craft grower may contain up to 5,000 square feet of canopy space on its premises for plants in the flowering stage. The Department of Agriculture may authorize an increase or decrease of flowering stage cultivation space in increments of 3,000 square feet by rule based on market need, craft grower capacity and the licensee's history of compliance or noncompliance, with a maximum space of 14,000 square feet for cultivating plants in the flowering stage, which must be cultivated in all stages of growth in an enclosed and secure area. A craft grower may share premises with a processing organization or a dispensing organization, or both, provided each licensee stores currency and cannabis or cannabis-infused products in a separate secured vault to which the other licensee does not have access or all licensees sharing a vault share more than 50% of the same ownership.

Are craft growers inspected? How, and by whom?

- Craft growers are subject to random inspections by the Illinois Department of Agriculture, the Illinois Department of Public Health, local safety or health inspectors and the Illinois State Police.

To whom may craft growers sell cannabis?

- Craft growers may sell or distribute cannabis to a cultivation center, a craft grower, an infuser organization, a dispensing organization or as otherwise authorized by rule.

What are the limitations on the location of craft growers?

- A craft grower may not be located in an area zoned for residential use.
- A craft grower shall not be located within 1,500 feet of another craft grower or a cultivation center.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

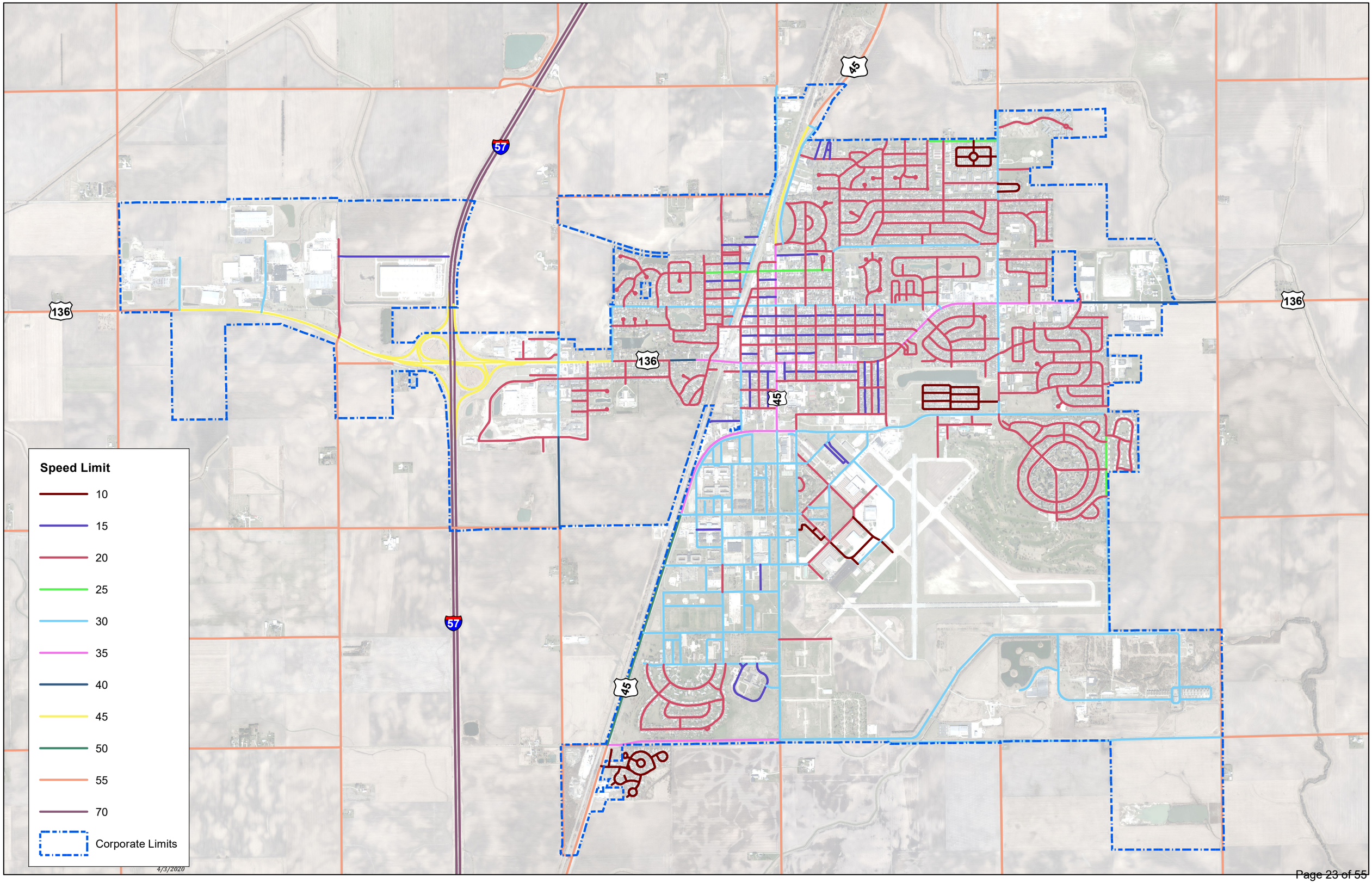
ITEM: Resolution Requesting IDOT to Reduce Speed Limit on Route 136 Between Murray Road and Myers Street from 40 mph to 35 mph	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT: Not Applicable
ATTACHMENTS: 1. map of speed limits across Village	ADMINISTRATIVE NOTES: In a point of transparency, Administrator Eisenhauer lives along Route 136 within the boundaries of Murray Road to Myers Street and would be impacted by the decision.

SUMMARY HIGHLIGHTS:

With increased traffic entering the community from the west off Interstate 57, and the number of businesses seeing additional traffic along Route 136 at times making turns into those establishments difficult, the Administration seeks a Resolution requesting Illinois Department of Transportation (IDOT), who has authority over Route 136, to reduce the speed limit from 40 mph to 35 mph between Murray Road and Myers Street. The Administration believes this reduction will provide safer traffic flow through the business corridor, and account for slower traffic trying to enter businesses, as well as some instances of "stacking." There is also a school zone within the boundaries of this request where vehicles must slow to 20 mph so the additional 5 mile reduction previous to this zone would aid in slower traffic movement throughout. While IDOT makes the final decision, a Resolution of support by the Board of Trustees signed by the Mayor will add strength to our request.

RECOMMENDED ACTION: Recommended Action is to approve the Resolution.

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer


Speed Limit
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BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Agreement for Payment of Interest for Bergson, LLC	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT: approximately $1,000 per year
ATTACHMENTS: 1. agreement of payment of interest for Bergson, LLC	ADMINISTRATIVE NOTES: Program previously approved by Board of Trustees

SUMMARY HIGHLIGHTS:

In conjunction with the previous action by the Board of Trustees to approve the concept of offering an agreement for payment of interest, Bergson, LLC has applied for the Village to pay interest on a loan of seven years, 3.25%, on an amount of $40,000. This interest rate will require the Village to meet a payment of $80 to $100 monthly. The Administration supports this payment of interest request because it will provide additional space for a very popular downtown restaurant generating additional seating opportunities and revenue for the community. It is also in line with the Downtown Redevelopment discussions which continue, and it supports a business owner who has already invested in the downtown and the community, and wishes to continue to do so. There is money set aside in the Economic Development fund sufficient to meet this funding request.

RECOMMENDED ACTION: Approve the Agreement for Payment of Interest

DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

AGREEMENT FOR PAYMENT OF INTEREST

Borrower: Bergson LLC

Lender: BANK OF RANTOUL
PO Box 67
Rantoul, IL 61866
Tele: (217) 892-2143

Village: **VILLAGE OF RANTOUL, Champaign County, Illinois, an Illinois municipal corporation**

WHEREAS, the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation ("Village") with home rule authority under the Illinois Constitution, desires to foster economic growth in the Village of Rantoul; and

WHEREAS, to foster economic growth, the Village desires to provide financial assistance to worthy borrowers and provide incentives to lenders to provide credit to said borrowers; and

WHEREAS, without certain incentives, Borrower would not fully qualify under Bank of Rantoul ("Lender")'s financial underwriting guidelines for credit; and

WHEREAS, the Village shall pay the loan interest of certain borrowers under the terms and conditions of this Agreement for Payment of Interest ("Agreement").

THEREFORE, for the consideration of $10.00 and other valuable consideration, including Lender's agreement to provide credit to Borrower where Borrower does not fully qualify under Lender's financial underwriting guidelines, Village and Lender agree as follows:

1. Village Loan Review. Borrower has applied for a loan and submitted an application to the Village. Village has reviewed and approved Borrower's loan application. Village has submitted the application to Lender and Lender has agreed to provide credit to Borrower subject to the following loan terms:
   (1) Maximum credit of **$40,000.00**
   (2) Initial fixed interest rate of **3.25% (adjusted quarterly)** at which time the interest rate shall be adjusted to the then national prime rate as determined by the Wall Street Journal
   (3) Monthly payments of principal: **$477.00**
   (4) Collateral pledged: **Mortgage on property located at 109 E Sangamon Ave. Rantoul, IL**
   (5) Guarantors: **Troy Bergman and Eric Thompson**
   (6) Term of loan: **7 years** (maximum of 10 years)
   (7) Additional loan terms:

2. Village Pay Interest. Village agrees to pay the interest on the loan described above. Lender shall bill the Village monthly and Village shall remit payment within 10 business days of receipt of the bill.
3. Default by Borrower. Upon default by Borrower that prompts collection efforts by Lender, Lender shall promptly notify Village of said default. Village shall continue to pay interest to Lender until the earlier of: (i) the loan is fully satisfied, whether by payments from Borrower, liquidation of any collateral, or

other payment in full; or (ii) there is no reasonable likelihood of actual collection from collateral or Borrowers.

DURATION OF VILLAGE OBLIGATION. This Agreement will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Village or to Borrower, and will continue in full force until all indebtedness incurred or contracted shall have been fully and finally paid and satisfied and all of Village's other obligations under this Agreement shall have been performed in full. This Agreement will continue to bind Village for all renewals, extensions, substitutions, and modifications of the indebtedness Release of any guarantor or termination of any guaranty of the indebtedness shall not affect the liability of Village under this Agreement. This Agreement is binding upon Village so long as any of the guaranteed indebtedness remains unpaid and even though the indebtedness guaranteed may from time to time be zero dollars ($0.00).

VILLAGE'S AUTHORIZATION TO LENDER. Village authorizes Lender, without notice or demand and without lessening Village's liability under this Agreement, from time to time: (A) to make one or more additional secured or unsecured loans to Borrower, to lease equipment or other goods to Borrower, or otherwise to extend additional credit to Borrower; (B) to alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of the indebtedness or any part of the indebtedness, including increases and decreases of the rate of interest on the indebtedness as allowed by this Agreement; extensions may be repeated and may be for longer than the original loan term; (C) to take and hold security for the payment of the indebtedness, and exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any such security, with or without the substitution of new collateral; (D) to release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; (E) to determine how, when and what application of payments and credits shall be made on the indebtedness (F) to apply such security and direct the order or manner of sale thereof, including without limitation, any nonjudicial sale permitted by the terms of the controlling security agreement or deed of trust, as Lender in its discretion may determine; (G) to sell, transfer, assign or grant participations in all or any part of the indebtedness; and (H) to assign or transfer this Agreement in whole or in part.

VILLAGE'S REPRESENTATIONS AND WARRANTIES. Village represents and warrants to Lender that (A) no representations or agreements of any kind have been made to Village which would limit or qualify in any way the terms of this Agreement; (B) this Agreement is executed at Borrower's request and not at the request of Lender; (C) Village has full power, right and authority to enter into this Agreement; (D) the provisions of this Agreement do not conflict with or result in a default under any agreement or other instrument binding upon Village and do not result in a violation of any law, regulation, court decree or order applicable to Village; (E) Lender has made no representation to Village as to the creditworthiness of Borrower; and (F) Village has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Village agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Village's risks under this Agreement, and Village further agrees that, absent a request for information, Lender shall have no obligation to disclose to Village any information or documents acquired by Lender in the course of its relationship with Borrower. But, upon request, Lender shall provide to Village information and documentation about Borrower.

VILLAGE'S WAIVERS. Except as prohibited by applicable law, Village waives any right to require Lender (A) to continue lending money or to extend other credit to Borrower; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the indebtedness or of any nonpayment related to any collateral, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or guarantor in connection with the indebtedness or in connection with the creation of new or

additional loans or obligations; (C) to resort for payment or to proceed directly or at once against any person, including Borrower or any guarantor; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever.

Village also waives any and all rights or defenses arising by reason of (A) any "one action" or "anti-deficiency" law or any other law which may prevent Lender from bringing any action, including a claim for deficiency, against Village, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale; (B) any election of remedies by Lender which destroys or otherwise adversely affects Village's subrogation rights or Village's rights to proceed against Borrower for reimbursement, including without limitation, any loss of rights Village may suffer by reason of any law limiting, qualifying, or discharging the indebtedness; (C) any disability or other defense of Borrower, of any guarantor, or of any other person, or by reason of the cessation of Borrower's liability from any cause whatsoever, other than payment in full in legal tender, of the indebtedness; (D) any right to claim discharge of the indebtedness on the basis of unjustified impairment of any collateral for the indebtedness (E) any statute of limitations, if at any time any action or suit brought by Lender against Village is commenced, there is outstanding indebtedness of Borrower to Lender which is not barred by any applicable statute of limitations; or (F) any defenses given to guarantors at law or in equity other than actual payment and performance of the indebtedness. If payment is made by Borrower, whether voluntarily or otherwise, or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the indebtedness shall be considered unpaid for the purpose of the enforcement of this Agreement.

Village further waives and agrees not to assert or claim at any time any deductions to the amount obligated under this Agreement for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Borrower, the Village, or both.

VILLAGE'S UNDERSTANDING WITH RESPECT TO WAIVERS. Village warrants and agrees that each of the waivers set forth above is made with Village's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law or public policy.

SUBORDINATION OF BORROWER'S DEBTS AND LIENS TO VILLAGE. Village agrees that the indebtedness of Borrower to Lender, whether now existing or hereafter created, shall be superior to any claim that Village may now have or hereafter acquire against Borrower, whether or not Borrower becomes insolvent. Village hereby expressly subordinates all claims and liens Village may have against Borrower, upon any account whatsoever, to any claim or lien that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Village shall be paid to Lender and shall be first applied by Lender to the indebtedness of Borrower to Lender. Village does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the indebtedness. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Village shall be marked with a legend that the same are subject to this Agreement and shall be delivered to Lender. Village agrees, and Lender is hereby authorized, in the name of Village, from

time to time to execute and file financing statements and continuation statements and to execute such other documents and to take such other actions as Lender deems necessary or appropriate to perfect, preserve and enforce its rights under this Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Village agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Villages shall pay the costs and expenses of such enforcement. Village also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Agreement has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Village agrees upon Lender's request to submit to the jurisdiction of the courts of CHAMPAIGN County, State of Illinois.

Jury Waiver. Lender and Village hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Village against the other.

Integration. Village further agrees that Village has read and fully understands the terms of this Agreement; Village has had the opportunity to be advised by Village's attorney with respect to this Agreement; the Agreement fully reflects Village's intentions and parol evidence is not required to interpret the terms of this Agreement. Village hereby indemnities and holds Lender harmless from all losses, claims, damages, and costs (including Lender's attorneys' fees) suffered or incurred by Lender as a result of any breach by Village of the warranties, representations and agreements of this paragraph.

Interpretation. In all cases where there is more than one Borrower, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Borrower named in this Agreement or when this Agreement is executed by more than one Village, the words "Borrower" and "Village" respectively shall mean all and any one or more of them. The words "Village," "Borrower," and "Lender" include the heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If any one or more of Borrower are corporations, partnerships, limited liability companies, or similar entities, if is not necessary for Lender to inquire into the powers of Borrower or of the officers, directors, partners managers, or other agents acting

or purporting to act on their behalf, and any Loan indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Loan Purpose. The proceeds of the Promissory Note will be used solely for business purposes, and this Agreement is being executed for business purposes.

Notices. Any notice required to be given under this Agreement shall be given in writing, and, shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Village agrees to keep Lender informed at all times of Village's current address.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Village, shall constitute a waiver of any of Lender's rights or of any of Village's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Village's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Signatures. This agreement may be executed in one or more counterpart signature pages (including facsimile or electronic [including, without limitation, "pdf", "tif", 'jpg", DocuSign or AdobeSign] or other counterpart signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

THE FOLLOWING NOTICE IS REQUIRED BY ILLINOIS LAW: Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance to protect Lender's interests in the collateral. This insurance may, but need not, protect Village's interests. The coverage that Lender purchases may not pay any claim that Village makes or any claim that is made against Village in connection with the collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by their agreement. If Lender purchases insurance for the collateral Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means **Bergson LLC** and all other persons and entities signing the Note in whatever capacity.

Village. The word "Village" means THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AN ILLINIOS MUNICIPAL CORPORATION.

Agreement. The word "Agreement" means this Agreement between Village and Lender.

Indebtedness. The word "Indebtedness" means Borrower's indebtedness to Lender as more particularly described in this Agreement.

Lender. The word "Lender" means BANK OF RANTOUL, its successors and assigns.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

VILLAGE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT AND VILLAGE AGREES TO ITS TERMS. THIS AGREEMENT IS DATED_____.

VILLAGE OF RANTOUL, Champaign County, Illinois, an Illinois municipal corporation

BY: _____ BY: _____
Village President Village Clerk

BANK OF RANTOUL

BY: _____
Title:

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Village Applicant Demographics Report	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT:
ATTACHMENTS: 1. HR Report - September 2021	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Open Positions for Village of Rantoul

January 1, 2021 to September 28, 2021

Position					
	Census Report 2016	Firefighter ID 76624		Police Officer ID 69117	
Race		Number	Percentage	Number	Percentage
White	60.9%	18	72%	31	51%
African American	24.9%	5	20%	15	25%
Asian	2.3%	0	0%	2	3%
Native Hawiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	1	4%	5	8%
American Indian	0.5%	0	0%	1	2%
Two or More Races	6.2%	1	4%	6	9%
Unknown	0.0%	0	0%	1	2%
Gender					
Male	47.9%	23	92%	51	84%
Female	52.1%	2	8%	10	16%
Total Applications					
		25		61	
Open / Filled					
		Open Position Stays Open		Open Position Stays Open	

Position					
		Community Social Worker ID 82385		Fitness, Aquatic, & Adult Recreation Director ID 83124	
Race		Number	Percentage	Number	Percentage
White		5	63%	7	70%
African American		2	25%	1	10%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	0	0%
American Indian		0	0%	0	0%
Two or More Races		1	12%	0	0%
Unknown		0	0%	2	20%
Gender					
Male		2	25%	5	50%
Female		6	75%	5	50%
Total Applications					
		8		10	
Open / Filled					
		On Hold Closed: 09/10/2021		Interviewing Closed: 09/10/2021	

Open Positions for Village of Rantoul

January 1, 2021 to September 28, 2021

Position		Utility Cashier Clerk ID 84928		Apprentice Electrical Systems Tech / Electrical Systems Tech ID 84753	
Race		Number	Percentage	Number	Percentage
White		0	0%	8	100%
African American		0	0%	0	0%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	0	0%
American Indian		0	0%	0	0%
Two or More Races		1	100%	0	0%
Unknown		0	0%	0	0%
Male		0	0%	8	100%
Female		1	100%	0	0%
		1		8	
		Open Position Closes: Oct. 15, 2021		Open Position Closes: Oct. 15, 2021	

Position		Apprentice Lineman/Lineman ID 84455		Public Works Director ID 80512	
Race		Number	Percentage	Number	Percentage
White		27	85%	3	50%
African American		3	9%	2	33%
Asian		1	3%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		1	3%	0	0%
American Indian		0	0%	0	0%
Two or More Races		0	0%	0	0%
Unknown		0	0%	1	17%
Gender					
Male		32	100%	5	83%
Females		0	0%	1	17%
Total Applications					
		32		6	
Open / Filled					
		Open Position Closes: Oct. 15, 2021		Open Position	

Open Positions for Village of Rantoul

January 1, 2021 to September 28, 2021

Position		Director of Sports Marketing ID 83749		Campground Host ID 00000	
Race		Number	Percentage	Number	Percentage
White		6	75%	0	0%
African American		2	25%	0	0%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	0	0%
American Indian		0	0%	0	0%
Two or More Races		0	0%	0	0%
Unknown		0	0%	0	0%
Gender					
Male		5	62%	0	0%
Females		3	38%	0	0%
Total Applications					
		8		0	
Open / Filled					
		Interviewing Closed		Open Position Closes: Oct. 22, 2021	

Position				Additional Information
		Total Numbers		
Race		Number	Percentage	**Job Fair(s)**
White		105	66%	U of I
African American		30	19%	
Asian		3	2%	**Sources**
Native Hawiian/Pacific Islander		0	0%	Indeed
Hispanic/Latino		7	4%	Our Website
American Indian		1	1%	
Two or More Races		9	6%	
Unknown		4	3%	
Gender				
Male		131	82%	
Females		28	18%	
Total Applications				
		159		

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Approve the purchase of new flooring in the main level and basement of the police department	DEPARTMENT: Police Department
DATE: October 5, 2021	AMOUNT: $25,580.00
ATTACHMENTS: 1. Carpet Weaver's 2. Flooring Surfaces 3. TSI Commercial Flooring 4. Carpet Advantage	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

The Rantoul Police Department is requesting the approval to purchase new flooring for the main level and basement of the police department. This purchase will replace the flooring that was installed during the original building construction.

The police department received quotes from four (4) different companies for the installation of Armstrong Safety Zone flooring:

- Carpet Weaver's $25,580.00
- TSI Commercial Flooring $40,097.00
- Carpet Advantage $38,126.25
- Flooring Surfaces $35,072.00

The police department recommends accepting the lowest bid from Carpet Weaver's for $25,580.00.

The purchase of this flooring was budgeted in the police department budget, and it will be taken from this account.

RECOMMENDED ACTION: Approve Carpet Weavers at $25,580.00 for approval to purchase new flooring for the main level and basement of the police department.

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Tony Brown	Scott Eisenhauer

Carpet Weaver's
COMMERCIAL

September 14, 2021

616 W. Marketview Drive Champaign, IL 61822 (217) 355-6173 x4160 Fax: (217) 398-1855

Proposal

To:	Rodney Sullivan @ Village of Rantoul Police Department
Job Name:	Police Station Hallways
Addendum Acknowledged:	-0-
Submitted Via:	email
Carpet Weaver's Project Manager:	Bruce Barber (Cell 217-202-9761) bbarber@carpetweavers.net

Proposed scope of work: RH testing of existing concrete slab, Remove existing VCT/adhesive/wall base, Industry standard minimal skim coat floor prep, furnish and install new Armstrong Safety Zone, 6' wide, heat welded seams, sheet vinyl, new 4.5" resilient wall base (we are assuming the existing walls will NOT be re-painted and new 4" base will not cover), stair nosings and transitions……$25,580.00 (no sales/use tax included).

Please see attached outline of the flooring included in this proposal and also the intended seaming diagram of the new sheet vinyl.

We have included Union wages along with Certified Payroll documents.

We have included (1) dumpster for collection of demo'd VCT/Base. Additional dumpsters will be charged out at $500.00/each.

We do not include removal and replacement of bathroom stools and any other floor mounted devices/furniture/equipment, overtime/premium time/shift work, multiple mobilizations/demobilizations, floor protection, major floor or wall prep/repair/grinding/floating/leveling, vacuuming/final cleaning/stripping/waxing, remediation of concrete slab moisture/RH/pH problems.

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workman's Compensation Insurance. Unless noted above, Carpet Weaver's, Inc. does not include floor preparation, final cleaning, floor protection, bonds, permits, dumpsters, water, power, or associated fees. Floor repairs and additional work will be charged at $100.00 per man hour plus materials.

***We Propose** hereby to furnish material & labor - Complete in accordance with above scope of work, for the sum of: SEE ABOVE. Unless otherwise noted above, payment to be made 30 days from invoice date.*

***Project Manager Signature**:_____ Proposal valid for _30_ days from this date.*

***Acceptance of Proposal:** The above prices, scope of work and conditions are satisfactory and are hereby accepted. You are authorized to do the work as written.*

***Customer Signature**:_____ Date:_____ Title:_____*

Flooring Surfaces, Inc.

401 East Mercury Drive ◦ Champaign, IL 61822
217.398.1990 Phone ◦ 217.398.9007 Fax

September 30, 2021

Rantoul Policed Dept.

Jobsite:
109 E Grove Ave
Rantoul, IL 61866

We Propose to Furnish Materials and Labor to Complete the Work as Follows:

Main floor hallways/ kitchenette/Rest Rooms/ Closets, Basement hallway and stair landing

1) Furnish & Install Armstong Safety Zone Sheet color TBD
2) Furnish & Install Roppe 700 Series Rubber base Color TBD
3) Furnish labor to remove existing VTC.
4) Furnish labor to prep floors
5) Furnish and install Roppe 177 transitions color TBD

Sum of $ 35,072

Option to prep floors with Moisture Primer

Add Sum of $ 1,457

Total Project $ 35,072

Notes:
Labor does not include pulling or setting plumbing fixtures as well as Bathroom partitions.
Labor price is not prevailing wage. If prevailing wage is required then labor will be re figured

SUBMITTED BY: _____ ACCEPTED BY: _____

PRICE IS GOOD FOR 30 DAYS.
PAYMENTS REQUIRED - 50% DOWN AS DEPOSIT; BALANCE DUE ON THE DAY OF COMPLETION
COMPLETION SCHEDULES MAY VARY DEPENDING ON THE SCOPE OF WORK
CHANGES/ADDITIONS TO CONTRACT WILL BE AUTHORIZED BY BOTH PARTIES BEFORE ADDITIONAL WORK PROCEEDS
MATERIALS ARE COVERED BY THE TERMS OF MANUFACTURER WARRANTIES, NO ADDITIONAL WARRANTIES APPLY
LABOR IS GUARANTEED BY FLOORING SURFACES FOR 1 YEAR AFTER COMPLETION DATE
REQUEST FOR TERMINATION OF THIS CONTRACT SHOULD BE SUBMITTED IN WRITING; IN THE EVENT OF A CANCELLATION, FLOORING SURFACES WILL REFUND DEPOSITS MADE LESS THE FOLLOWING CUSTOMER RESPONSIBILITIES:
LABOR TO DATE UPON RECEIPT OF CANCELLATION REQUEST
MATERIALS FROM STOCK AT 25% RESTOCKING FEE
MATERIALS SPECIALLY ORDERED SUBJECT TO MANUFACTURER'S APPROVAL AND FEE

tsi COMMERCIAL FLOOR COVERING
FBE CERTIFIED

3611 N Staley Rd Champaign IL 61826
Billing: P.O. Box 7738 Champaign IL 61826
Phone: 217-328-7321 Fax: 217-337-3067

acr ADVANCED COMMERCIAL ROOFING

LIC# 104.016483 IL
3611 N Staley Rd Champaign IL 61826
Billing: P.O. Box 8280 Champaign, IL 61826
Phone: 217-344-8300 Fax: 217-367-3407

PROJECT MANAGER: Phil Lindsey EMAIL: phil.lindsey@tsicfcacr.com PHONE: 217-239-5035 - D/L
SUBMITTED BY: Paul Hilton EMAIL: paul.hilton@tsicfcacr.com PHONE: 217-819-5124 - D/L
SCHEDULER Tom Phelps EMAIL: Tom.phelps@tsicfcacr.com PHONE 217-809-5925 – D/L

TO: Rodney Sullivan	**DATE** 9-28-21
ADDRESS:	**JOB:** Rantoul Police Department
ATTENTION Rodney Sullivan	**JOB LOCATION:** RANTOUL IL
FAX:	**EMAIL:** rsulliva@myrantoul.com

Rantoul Police Department Remodel Basement

1. Provide Labor and Equipment to demo existing VCT from stairs and basement corridor and dispose of old materials.
2. Furnish and Install Mapei Plani Patch Underlayment to all areas receiving new flooring.
3. Furnish and Install Armstrong Safety Zone Sheet Vinyl in areas outlined in the attached drawing.
4. Furnish and Install Carpet Tile ($25.00 Allowance) in one meeting space.
5. Furnish and Install 4.5” Roppe 700 Series Base to all walls where flooring is being replaced. Color To Be Determined.
6. Furnish and Install Roppe Rubber Stair Treads and Risers to stairs from the basement to the first floor.
7. Furnish and Install transitions at doorways where flooring material profile changes.

Complete for the sum of : $13,408.00

Excluded From Base Bid: Moisture Mitigation, Moving of Equipment or Furniture, Floor Protection, Major Floor Prep, Night or Weekend Work

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ONLY THE WORK AND/OR MATERIALS SPECIFICALLY DESIGNATED ABOVE ARE INCLUDED IN THE PROPOSAL. ACCEPTANCE IS LIMITED TO THIRTY (30) DAYS FROM ABOVE DATE.

SUBMITTED BY: *Paul Hilton* **DATE: 9-28-21**

CUSTOMER: **DATE:**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alternation or deviation from above specifications involving extra costs must be executed upon written orders, and is an extra charge over and above the estimate. It is mutually agreed that all materials and articles furnished hereunder shall remain the property of Tile Specialists, Inc. until all payments specified have been made in full. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance. Buyer agrees that if collection becomes necessary, full costs of collection, including reasonable attorney or collection fees and costs, shall be paid by buyer in addition to full invoice amount. Remittance due by terms stated above or as specified on invoice.

tsi COMMERCIAL FLOOR COVERING
FBE CERTIFIED

3611 N Staley Rd Champaign IL 61826
Billing: P.O. Box 7738 Champaign IL 61826
Phone: 217-328-7321 Fax: 217-337-3067

acr ADVANCED COMMERCIAL ROOFING

LIC# 104.016483 IL
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Phone: 217-344-8300 Fax: 217-367-3407

PROJECT MANAGER: Phil Lindsey EMAIL: phil.lindsey@tsicfcacr.com PHONE: 217-239-5035 - D/L
SUBMITTED BY: Paul Hilton EMAIL: paul.hilton@tsicfcacr.com PHONE: 217-819-5124 - D/L
SCHEDULER Tom Phelps EMAIL: Tom.phelps@tsicfcacr.com PHONE 217-809-5925 – D/L

TO: Rodney Sullivan	**DATE** 9-28-21
ADDRESS:	**JOB:** Rantoul Police Department
ATTENTION Rodney Sullivan	**JOB LOCATION:** RANTOUL IL
FAX:	**EMAIL:** rsulliva@myrantoul.com

Rantoul Police Department Remodel 1st Floor

1. Provide Labor and Equipment to demo existing Broadloom Carpet and VCT and dispose of old materials.
2. Furnish and Install Mapei Plani Patch Underlayment to all areas receiving new flooring.
3. Furnish and Install Armstrong Safety Zone Sheet Vinyl in areas outlined in the attached drawing.
4. Furnish and Install 4.5” Roppe 700 Series Base to all walls where flooring is being replaced. Color To Be Determined.
5. Furnish and Install transitions at doorways where flooring material profile changes.

Complete for the sum of : $26,689.00

Excluded From Base Bid: Moisture Mitigation, Moving of Equipment or Furniture, Floor Protection, Major Floor Prep, Night or Weekend Work

---

ONLY THE WORK AND/OR MATERIALS SPECIFICALLY DESIGNATED ABOVE ARE INCLUDED IN THE PROPOSAL. ACCEPTANCE IS LIMITED TO THIRTY (30) DAYS FROM ABOVE DATE.

SUBMITTED BY: *Paul Hilton* **DATE: 9-28-21**

CUSTOMER: **DATE:**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alternation or deviation from above specifications involving extra costs must be executed upon written orders, and is an extra charge over and above the estimate. It is mutually agreed that all materials and articles furnished hereunder shall remain the property of Tile Specialists, Inc. until all payments specified have been made in full. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance. Buyer agrees that if collection becomes necessary, full costs of collection, including reasonable attorney or collection fees and costs, shall be paid by buyer in addition to full invoice amount. Remittance due by terms stated above or as specified on invoice.

Carpet Advantage, Co.

213 South Industrial Circle
Urbana, IL 61802

Estimate

Date	Estimate #
9/28/2021	5161

Name / Address
RANTOUL TOWNSHIP POLICE DEPARTMENT 109 e GROVE RANTOUL

Project

Description	Qty	Cost	Total
HALLS-UTILITY-RESTROOM-BREAKROOM-STORAGE-BATHROOM OFFICE-STAIR AREA-LANDING-UNDER STAIRS BASEMENT HALL			
ARMSTRONG SAFETY ZONE TILE COLOR: T.B.D. 1850 SQUARE NET	2,000	7.69	15,380.00T
ADHESIVE 4 GALLON PAILS	5	199.00	995.00T
LABOR TO INSTALL NEW SAFETY ZONE TILES	1,850	2.15	3,977.50
LABOR TO T/U AND DISPOSE EXISTING VCT TILE	1,850	1.75	3,237.50
LABOR TO SKIMCOAT/PATCH/FLOOR PREP	1,850	1.25	2,312.50
LABOR TO SUPPLY AND INSTALL NEW 4" RUBBER COVE BASE WITH ADHESIVE COLOR: T.B.D.	1	4,850.00	4,850.00
LABOR TO SUPPLY AND INSTALL NEW BLACK / GREY ARMSTRONG RAISED RUBBER STAIR TREADS		5,900.00	5,900.00
2014 Urbana Sales Tax		9.00%	1,473.75

Total $38,126.25

Customer Signature _____

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Sale of Village Property at 501 & 505 Condit Drive	DEPARTMENT: Planning and Zoning
DATE: October 5, 2021	AMOUNT:
ATTACHMENTS: 1. Board Memo - Sale of 501 & 505 Condit 2. 10-21 (Ord. No. ____) App. Sale of Real Estate (501 and 505 Condit Drive) 3. 09-21 AGREEMENT FOR SALE OF REAL ESTATE (J. Mejia-501 & 505 Condit)	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM	**PAGE 1 OF 1**

ITEM: Sale of 501 & 505 Condit Drive (Buildings 61 & 62)	**DEPARTMENT: Planning & Development** **Airport**
AGENDA SECTION:	**AMOUNT: $240,000**
ATTACHMENTS: **(X) ORDINANCE** **( ) RESOLUTION** **(X) OTHER (See Summary Highlights)** **( ) SUPPORTING DOCUMENTS**	**DATE: October 5, 2021**

SUMMARY HIGHLIGHTS:
This agenda item provides for the sale of the Village owned buildings at 501 & 505 Condit Drive (Buildings 61 & 62). These buildings served as the shipping and receiving facilities for the Air Force and have most recently been leased for light manufacturing and warehousing operations. The buildings total approximately 48,000 Square Feet and the land totals approximately 5 acres. This property has been listed with Coldwell Banker Realty. The sale of these buildings and property would continue the redevelopment efforts of the former base area.

The buyer is looking to renovate this property as necessary for relocation of an existing business enterprise to the property. This will consist of production of compost as well as a research and development laboratory.

This property is under the authority of the Airport and the Village is awaiting FAA release on a number of properties including this one. There will be a down payment of $5,000.00 which will be held until the closing can occur. The buyer will be leasing the property until the time the closing can occur.

RECOMMENDED ACTION: Authorize the approval of the sale of 501 & 505 Condit Drive to Jonathan Mejia (Earnest Agriculture) in the amount of $240,000.00.

DEPARTMENT HEAD APPROVAL: Christopher Milliken	**VILLAGE ADMINISTRATOR:** Scott Eisenhauer

ORDINANCE NO. ____

AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(501 and 505 Condit Drive)

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the **"Village"**) is the owner of a certain parcel of real estate commonly known as 501 and 505 Condit Drive, Rantoul, Illinois, which is depicted on Exhibit A attached to the Agreement described below (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 (the **"Agreement"**) by and between the Village, as Seller, and Jonathan Mejia, as Buyer (the **"Buyer"**), under and by which such Buyer has agreed to purchase the Real Estate for $240,000.00.

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 and 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 12th day of October, 2021.

_____
Village Clerk

APPROVED this 12th day of October, 2021.

_____
Village President

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER

AND

JONATHAN MEJIA,
AS BUYER

DATED AS OF OCTOBER 1, 2021

This Instrument was prepared by:

Kenneth N. Beth
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this **"Agreement"**), is dated for reference purposes only as of October 1, 2021, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (**"Seller"**) and Jonathan Mejia, an individual person of Tampa, Florida, as Buyer (**"Buyer"**). For the purposes of this Agreement, the term **"Parties"** is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the **"Effective Date"**).

RECITALS

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

ARTICLE I
SALE AND PURCHASE

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 501 and 505 Condit Drive, Rantoul, Illinois, which is more particularly depicted on Exhibit A attached hereto and made a part hereof (the **"Real Estate"**), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the **"Premises"**), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller $240,000.00 as the total price for the Premises as follows:

(a) Buyer has paid $5,000.00 as earnest money to be deposited and held in the trust account of Coldwell Banker Commercial Devonshire Realty, Champaign, Illinois for delivery to Seller at the time of closing, and

(b) the balance of the purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Due Diligence.

(a) For a period of 60 days from and after the Effective Date of this Agreement (the **"Due Diligence Period"**), Buyer and its agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the building, the parking lots, all structural and mechanical systems within the building, including, but not limited to, sprinkler systems, power lines and panels and plumbing; and (2) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Buyer's

criteria for purchase or operating of the Premises in the manner contemplated by Buyer, or if Buyer, in its sole discretion, otherwise determines that the Premises is unsatisfactory to it, then Buyer may terminate this Agreement by written notice to Sellers, given not later than the last day of the Due Diligence Period, or Buyer and Seller may agree to provide Buyer a credit against the purchase price, provided that any such amendment shall not be valid unless mutually signed prior to the expiration of the Due Diligence Period. If Buyer elects to terminate this Agreement, the earnest money shall be returned to Buyer and, except as otherwise provided in this Section, neither of the Parties shall have any further liability to the other hereunder. In the event Buyer fails to notify Seller of its intent to terminate this Agreement prior to the expiration of the Due Diligence Period, Buyer's right to terminate this Agreement shall be waived and become null and void.

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

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

(d) The physical condition of the Premises shall be substantially the same on the date of possession, as it exists as of the Effective Date of this Agreement, reasonable wear and tear excepted. Buyer shall have the right to inspect the Premises during the 48-hour period immediately prior to possession and closing.

Section 1.4. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the **"Closing"**) which shall occur within a period of fifteen (15) days after the last day of the Due Diligence Period described in Section 1.3 of this Agreement above, or such later date as may be mutually agreed to by the parties (the **"Closing Date"**), at the office of Seller, Buyer's lender or a title insurance company regularly doing business in Champaign County, Illinois.

ARTICLE II
TITLE MATTERS

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

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises, including, but not limited to, all applicable covenants and restrictions contained in that certain Quit Claim Deed conveying the Premises to the Village from the United States of America, acting by and through the Secretary of the Air Force, a copy of which has been provided to or otherwise been made available to the Buyer.

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

Section 2.3. Special Warranty Deed; Deliveries at Closing. Prior to the Closing, Seller or Seller's attorney shall prepare and Seller shall execute a recordable Special Warranty Deed sufficient to convey the Real Estate to Buyer or its nominee, in fee simple absolute, subject only to exceptions permitted herein. Such Special Warranty Deed shall be delivered to Buyer at the Closing of this transaction upon compliance with the terms of this Agreement.

Section 2.4. Taxes, Assessments and Notices. Real estate taxes apportioned through the date of possession shall be Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the Real Estate as of the Effective Date of this Agreement shall be Seller's expense. All such taxes and special assessments, if any, shall constitute a credit to Buyer against the purchase price and shall release Seller from any further liability to Buyer in connection therewith.

Seller expressly warrants that Seller has issued no notice of a current building code or other ordinance violation in connection with the Premises and that there is pending no rezoning, reassessment or special assessment proceeding affecting the Premises.

ARTICLE III
REPRESENTATIONS AND OTHER OBLIGATIONS

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

Section 3.2. Casualty and Condemnation. If, prior to the closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively **"Damage"**), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively **"Condemnation"**), then the following procedures shall apply:

(a) If the aggregate cost of repair or replacement of the Damage (collectively, **"Repair and/or Replacement"**) is $25,000 or less, Buyer shall close and take the Property as diminished by such events, subject to a reduction in the Purchase Price applied against the balance of the purchase price otherwise due at the Closing in the full amount of the Repair and/or Replacement. Any casualty insurance shall be the sole property of Seller.

(b) If the aggregate cost of Repair and/or Replacement is greater than $25,000 or in the event of a Condemnation, then Buyer, at its sole option, may elect either to (1) terminate this Agreement by written notice to Seller, in which event Buyer shall be entitled to a return of the Earnest Money; or (2) proceed to close subject to (i) a reduction on the Purchase Price of $25,000, applied against the balance of the purchase price otherwise due at the Closing; together with (ii) an assignment of the proceeds of Seller's casualty insurance for all Damage (or condemnation awards for any Condemnation) in excess of $25,000. In such event, Seller shall fully cooperate with Buyer in the adjustment and settlement of the insurance claim.

(c) In the event of a dispute between Seller and Buyer with respect to the cost of Repair and/or Replacement in connection with the matters set forth in this Section, Seller and Buyer shall select an independent engineer licensed to practice in Champaign County, Illinois, who shall resolve such dispute. All fees, costs and expenses of such licensed engineer so selected shall be shared equally by Seller and Buyer.

ARTICLE IV
DEFAULT

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

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

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

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents

and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement.

ARTICLE V
MISCELLANEOUS PROVISIONS

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

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

Section 5.3. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either of the Parties, nor shall any provision give any third parties any rights of subrogation or action over or against either of the Parties. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

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

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

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

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

In the case of Seller, to:

Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Village Administrator
Tel: (217) 892-6801

In the case of Buyer, to:

Jonathan Mejia
8325 W. Hillsborough Avenue
Tampa, FL 33556
Tel: (___) ___-____

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

Section 5.8. Assignment. Neither of the Parties shall sell, assign or otherwise transfer any of their rights and obligations under this Agreement to any other party.

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

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

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

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

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

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS SELLER

By:_____
Village President

ATTEST:

By:_____
Village Clerk

Date:_____

JONATHAN MEJIA, AS BUYER

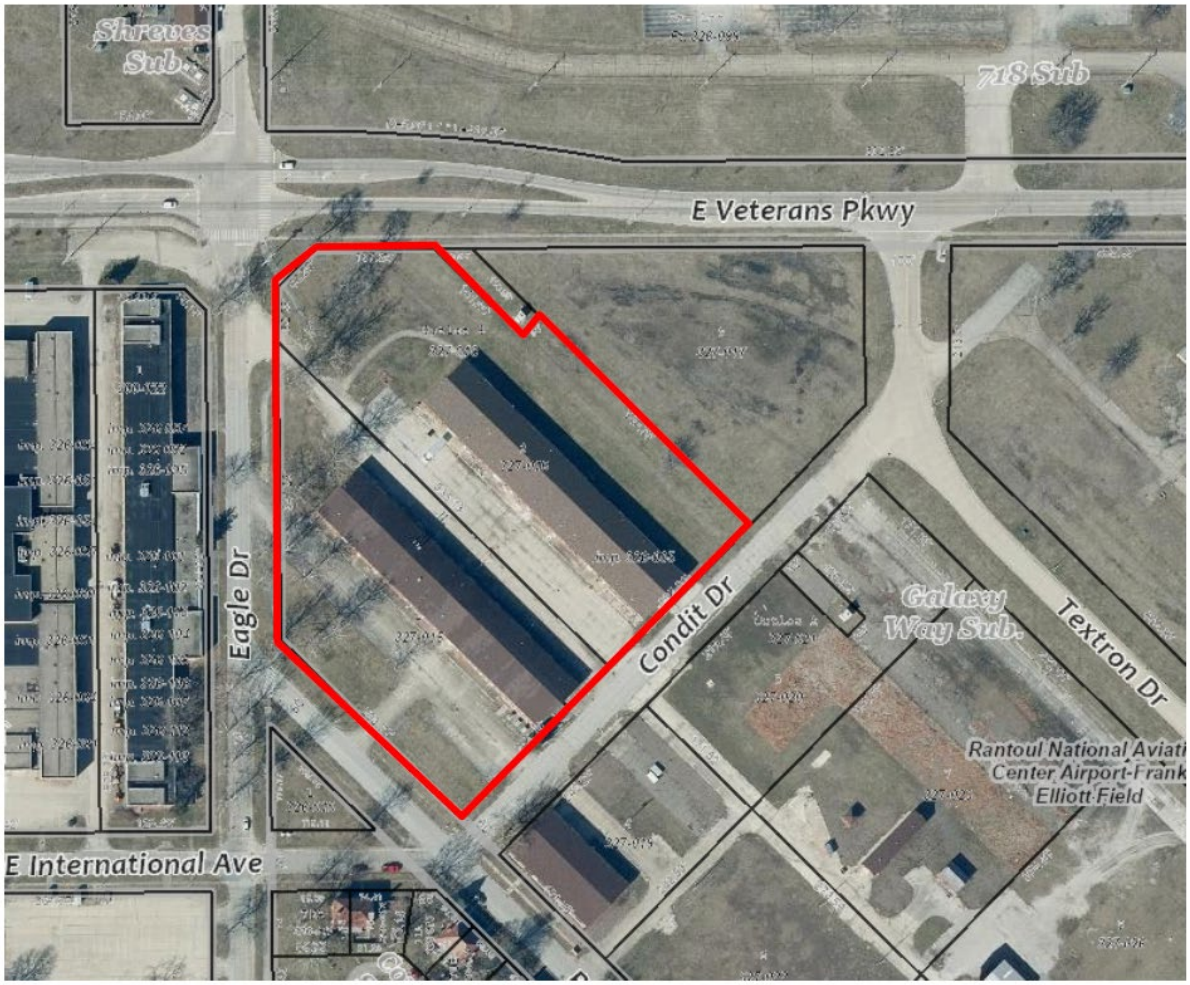
_____

Date:_____

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

EXHIBIT A

Legal Depiction



BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 6, to consider the setting of a price for sale or lease of property owned by the public body.	DEPARTMENT: Administration
DATE: October 5, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR