Rantoul Village Board of Trustees
Regular Study Session
February 1, 2022
6:00 PM

Order of Business

1. Call to Order

This meeting is being held virtually as authorized by Governor Pritzker's Executive Order during the COVID-19 pandemic.

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 call 217-892-6810 during the Public Participation portion of the meeting. Comments will be limited to three minutes for each speaker.

5. Items from the Mayor

(A) Village Elected Officials Training Retreat with Illinois Municipal League
iHotel Conference Center, Lincoln Room, 1900 S. First Street, Champaign, IL
April 23, 2022 | 9:00am to 4:00pm

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 the January 4, 2022 Board Study Session

(B) Minutes of the January 11, 2022 Board Meeting

8. Items from the Administrator

(A) Motion to Pass Resolution No. 02-22-1355, A RESOLUTION AUTHORIZING AND APPROVING LEASE AND AMENDMENT TO EXTEND THE TERM OF LEASE AGREEMENT (200 West Grove - McCleod USA Telecommunications Services LLC)

(B) Motion to Pass Resolution No. 02-22-1356, A RESOLUTION AUTHORIZING AND APPROVING THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS TO PROCEED WITH THE OFFERING FOR SALE OF TAX INCREMENT REFUNDING REVENUE BONDS

(C) Discussion of American Rescue Plan Act (ARPA) Funding

(D) Discussion of Fiscal Year 2022-2023 Budget

9. Items from Comptroller

10. Items from Human Resources

(A) January 2022 Village Applicant Demographics Report

Order of Business

11. Items from Police Department

(A) Approve a five-year contract with Axon Enterprises, Inc. for the purchase and installation of nine (9) Fleet 3 in-squad cameras in the amount of $20,765.72/yr

12. Items from Fire Department

13. Items from Building Safety

(A) Approve Ordinance No. 2692, AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE III OF CHAPTER TEN "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL BUILDING CODE

(B) Approve Ordinance No. 2693, AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE IV OF CHAPTER TEN "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL RESIDENTIAL CODE

(C) Approve Ordinance No. 2694, AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE XII OF CHAPTER TEN "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE

14. Items from Community Development

15. Items from Recreation

(A) Rantoul Family Sports Complex Year End Report

16. Items from Public Works

(A) Motion to Pass Resolution No. 02-22-1357, A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF STATE RIGHT-OF-WAY FOR ANNUAL COMMUNITY EVENTS (Fourth of July Parade/Celebration)

(B) Motion to Pass Resolution No. 02-22-1358, A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH URBANA & CHAMPAIGN SANITARY DISTRICT (Nutrient Assessment and Reduction Plan)

(C) Engineering Agreement with Donohue & Associates, Inc for the Wastewater Nutrient Assessment Reduction Plan Study in the amount of $27,010.00

(D) Change Order One for the Phase Two Property Release Application with Burns & McDonnell in the amount of $19,864.00

Order of Business

17. Items from Counsel

18. Items for Closed Session

19. Adjournment

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: This meeting is being held virtually as authorized by Governor Pritzker's Executive Order during the COVID-19 pandemic.	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Village Elected Officials Training Retreat with Illinois Municipal League iHotel Conference Center, Lincoln Room, 1900 S. First Street, Champaign, IL April 23, 2022 | 9:00am to 4:00pm	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of the January 4, 2022 Board Study Session	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. January 4 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Janet E. Gray	VILLAGE ADMINISTRATOR Scott Eisenhauer

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
January 4, 20221

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 and Hall – 4

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Debbie Sage, Human Relations; Tony Brown, Police Chief; David Wesner, Attorney and Janet Gray, Village Clerk

Approval of Agenda

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

AYE: Hall, Crider and Wilkerson – 3.
NAYS: None – 0.
ABSENT: Robertson, Weathersby and Johnson - 3

The motion carried 3-0.

Public Participation

There was no public participation.

Items from Mayor

A. The Mayor postponed his discussion on Board Procedures Review because several members were absent. He mentioned that the Trustee Retreat would be held in March rather than February.

Items from Trustees

Trustee Hall mentioned that District 5 is having a Neighborhood meeting on January 13 at 6:00 pm at the Lutheran Church.

Items from Clerk

A. Minutes of December 7, 2021 Study Session
B. Minutes of December 14, 2021 Board Meeting

These minutes will go to the Board for approval.

Items from Administration

A. Alexander Lumber Co. has offered to donate lots at 282 Keystone Drive and 1318 Rockland Drive to the Village. These properties are suitable for residential development or park space. Habitat for Humanity is interested in building homes in Rantoul and these lots would be suitable for that as well.
This item will go to the Board for approval.

A. The Administrator presented a short presentation regarding the American Recovery Plan Funds and how the funds can be used. There will be a discussion at the February 1 Study Session and a Public Hearing on February 17. The Village has received $4 million already and will received the remaining funds this summer. All funds must be spent by December 31, 2024.

B. Chief Brown distributed a 2021 Year in Review for the Police Department.

C. Wendy Hundley stated the Human Relations Committee had met six times this year. It was reorganized in the summer after several members resigned.

Items from Comptroller

No Items to Report.

Items from Human Resources

A. Debbie Sage presented the Village Applicant Demographics Report.

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

No items to report.

Items from Counsel

No items to report.

DRAFT

Meeting Adjourned

The Mayor adjourned the meeting at 6:50 pm.

Respectfully submitted,

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 Study Session of the Board of Trustees held January 4, 2022 as the same appears on the records of the Village now in my custody and keeping.

_____
Janet E. Gray, MMC
Village Clerk

DRAFT

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of the January 11, 2022 Board Meeting	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. January 11 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Janet E. Gray	VILLAGE ADMINISTRATOR Scott Eisenhauer

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
JANUARY 11, 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 virtually at 6:00 P.M., President Charles Smith presiding. President Smith called the meeting to order.

Invocation & Pledge of Allegiance
Trustee Crider opened the meeting with prayer. Following the invocation, Trustee Johnson 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; Jim Brown, IT Department; David Wesner, Attorney and Janet Gray, Village Clerk.

Approval of Agenda
Trustee Hall moved to approve the agenda for the meeting, as presented. Trustee Crider 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.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

A. Minutes of Study Session Meeting December 7, 2021
B. Minutes of Regular Board Meeting December 14, 2021
C. Approval of bills and monthly financial report

DRAFT

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

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

The motion carried 6-0.

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

No items to consider.

C. Consideration of Ordinances & Resolutions

Ordinance No. 2691

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF CERTAIN REAL ESTATE (272 Keystone Drive and 1318 Rockland Drive)

Trustee Wilkerson moved to pass Ordinance No. 2691. Trustee -Robertson 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.

D. New Business

There was no new business.

E. Announcement

There were no announcements.

F. Closed Session

Trustee Johnson moved to enter into closed session pursuant to 5 ILCS 120/2 (c) 21, for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for the purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Trustee Crider seconded the motion. On a Roll Call vote:

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

Motion carried 6-0

The Board entered into Closed session at 6:10 pm.

The Board returned to open session at 6:19 pm.

DRAFT

G. Adjournment

Trustee Crider moved to adjourn the meeting. Trustee Johnson 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.

MEETING ADJOURNED AT 6:21 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 January 11, 2021 as the same appears on the records of the Village now in my custody and keeping.

_____
Janet E. Gray, MMC
Village Clerk

DRAFT

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to Pass Resolution No. 02-22-1355, A RESOLUTION AUTHORIZING AND APPROVING LEASE AND AMENDMENT TO EXTEND THE TERM OF LEASE AGREEMENT (200 West Grove - McCleod USA Telecommunications Services LLC)	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. 02-22-1355 Resolution - Approving Lease Amendment (200 W Grove - McCleod USA) 2. 200 W Grove Ave - McCleod USA Lease 030197 3. 200 W Grove Ave - McCleod USA Lease 030122	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

RESOLUTION NO. 02-22-1355

A RESOLUTION
AUTHORIZING AND APPROVING LEASE AND AMENDMENT TO
EXTEND THE TERM OF LEASE AGREEMENT
(200 W. GROVE – MCCLEOD USA)

WHEREAS, the Village and McLeodUSA Telecommunications Services Inc. n.k.a McLeodUSA Telecommunications LLC ("McLeodUSA) entered into a certain Lease Agreement dated and effective March 1, 1997 for 365 square feet of space located on the second floor of 200 W. Grove, Rantoul; and,

WHEREAS, said Lease Agreement provided for certain renewal period extensions, the last of which expires February 28, 2022; and,

WHEREAS, McCleodUSA desires to continue to lease the aforementioned space in 200 W. Grove, Rantoul; and,

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **"Corporate Authorities"**) of the Village of Rantoul, Champaign County, Illinois (the **"Village"**) at which this Resolution is adopted, the Lease Agreement and the form of a certain Amendment to Extend the Term of the Lease Agreement by and between the Village and McCleodUSA Telecommunications Services LLC (formerly known as McCleod Telecommunications Services, Inc.).

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

Section 1. That the Lease Agreement and Amendment by and between the Village and McCleodUSA, in substantially the form thereof which have been presented to and are now before the meeting of the Corporate Authorities at which this Resolution is adopted, be and the same is hereby authorized and approved.

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

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

PASSED this 8th day of February, 2022.

_____
Village Clerk

APPROVED this 8th day of February, 2022.

_____
Village President

LEASE

This Lease is made and entered into effective as of March 1, 1997, but actually executed in duplicate by each of the parties on the date set forth beneath the signatures of each of their respective officers below, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation (the **"Owner"**), having an office at 333 South Tanner Street, Rantoul, Illinois 61866 and McLeodUSA Telecommunications Services, Inc., an Iowa corporation (the **"Tenant"**), located at McLeodUSA Technology Park, 6400 C Street SW, Cedar Rapids, IA 52406. Owner and Tenant agree to the following terms:

1. **PREMISES AND INITIAL TERM.** Owner leases to Tenant approximately 365 square feet of space located on the second floor of 200 West Grove Avenue, Rantoul, Illinois (the **"Premises"**), together with all improvements and all rights, easements and appurtenances associated with the Premises, for a term beginning as of March 1, 1997 and ending on February 28, 2007 (the **"Initial Term"**). In connection with the Premises, Owner shall provide, for Tenant's benefit, a path for a one (1) inch conduit, to be installed by the Tenant at Tenant's expense, and rooftop space not to exceed nine (9) square feet for Tenant to install a timing beacon/GPS antenna at Tenant's expense. Additionally, Owner shall permit Tenant to install at Tenant's expense up to two (2) four (4) inch conduits in each of two diverse paths from the street to the Premises. Tenant will present Owner with construction plans prior to beginning any work on the Premises and Owner shall have the right of reasonable approval of all construction plans and agrees to work with Tenant in good faith to accommodate Tenant's requirements. Owner shall also grant Tenant the right to install at Tenant's expense any required conduit and equipment to allow for a roll-up emergency back-up generator. Owner shall allow Tenant to install at Tenant's expense an electric plug and provide a space that will be accessible by the roll-up emergency back-up generator 24 hours per day/7 days per week.

2. **RENEWAL.** Provided Tenant is not in default of any of its obligations under this lease, Tenant shall have the option to renew this lease for three (3) additional five (5) year renewal periods (each a **"Renewal Term"**) by giving notice to Owner at least six (6) months prior to the expiration of the Initial Term or any applicable subsequent Renewal Term. Each Renewal Term shall be on the same terms and conditions herein, except that the rent shall be adjusted as provided below in paragraph 3, Rent.

3. **RENT.** Tenant agrees to pay Owner a rental payment in the amount of One Hundred Seventy Dollars ($170.00) per month, commencing as of March 1, 1997, and on the first of each month during the Initial Term of this lease. Tenant further agrees to pay Owner such rental payment per month as shall be adjusted pursuant to the provisions hereof for any Renewal Term in the event Tenant exercises any of the options to renew this lease pursuant to the above paragraph 2, Renewal. Such adjustment shall be made on the first day of each Renewal Term (each an **"Adjustment Date"**), by multiplying the applicable monthly rental payment as last adjusted by the "Rent Adjustment Quotient". The "Rent Adjustment Quotient" shall be a fraction, the numerator of which is the index number set forth in the line captioned "all items" in the table and title "D-1 Consumer Price Index-All City Average", "all items, groups, subgroups and special groups", published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States

Department of Labor for: (a) in the case of the first Adjustment Date on March 1, 2007, the month of February, 2007 and the denominator of which is such index number for the month of February, 1997; and (b) in the case of any subsequent Adjustment Date, the last month of the then current Renewal Term and the denominator of which is such index number for the last month of the most recent Initial Term or Renewal Term, whichever is the case; provided, however, that such Rent Adjustment Quotient shall never be less than one (1). In the event that such index number is no longer published or otherwise available, the adjustment provided for herein shall be by the successor (or the most nearly comparable successor) index thereto, adjusted as appropriate to the applicable dates.

4. POSSESSION/ACCESS. Tenant assumed possession of the Premises on the first day of the Initial Term as stated in above paragraph 3, Rent, and shall yield possession to Owner at the conclusion of the Initial Term or any subsequent Renewal Term, as applicable. Tenant shall have access to the Premises during Owner's normal business hours and shall have 24 hours per day, 7 days a week emergency access to the Premises by paging the Owner's on-duty contact person. Tenant agrees to reimburse Owner's actual expenses, if any, related to paging the on-duty person to allow Tenant emergency access to the Premises during non-business hours.

5. USE. Tenant shall use the Premises for fiber optic routing, general telecommunications point of presence (POP) use and for any other lawful purpose, including emergency back-up batteries and an electric plug accessible by a roll-up emergency back-up generator.

6. CARE AND MAINTENANCE. Tenant takes the Premises as is. Tenant shall be responsible for any repairs or alterations caused or required by Tenant's use of the Premises. Tenant shall make no structural changes or alterations to the Premises or the building of which the Premises are a part without prior written consent of the Owner, which such consent shall not be unreasonably withheld or unduly delayed.

7. UTILITIES AND SERVICES. Tenant agrees to have any electric meters or other electric facilities required by Tenant to be installed at Tenant's expense and will pay the utility company directly for any electric service that Tenant uses. Tenant shall pay all telephone and telecommunications charges directly associated with its use of the Premises directly to the utilities or companies with whom the Tenant contracted. Owner shall pay for any other utilities associated with the common areas of the Premises and Owner's use of the building of which the Premises are a part, including HVAC, water and general lighting.

8. SURRENDER. Upon termination of this lease, Tenant shall surrender the Premises to Owner in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.

9. ASSIGNMENT AND SUBLETTING. Tenant shall neither sublease the Premises nor assign or transfer its rights and obligations under this lease without the prior written consent of Owner, except Tenant shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under this lease, in whole or in part, to any entity controlled by, controlling or under

common control of Tenant, or any entity into which Tenant may be merged or consolidated or which purchases all or substantially all of the assets of Tenant.

10. PROPERTY INSURANCE. Tenant shall not do or omit the doing of any act which would invalidate any insurance, or increase the insurance rates in force on the Premises. To the extent of all insurance collectible for damages to property, and to the extent permitted by their respective policies of fire and extended coverage insurance, each party hereby waives rights of subrogation against the other for all acts or omissions of either party, including their respective officers, employees or agents. Any such waiver of subrogation shall not include, however, any acts of willful or wanton behavior or of any gross negligence.

11. INDEMNITY AND LIABILITY INSURANCE. Except for any gross negligence or willful misconduct of Owner (its officers, employees or agents), Tenant will protect, defend, and indemnify Owner from and against any and all costs, damages, and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon, or about Premises, and due directly or indirectly to the tenancy, use, or occupancy thereof by Tenant. Tenant shall provide a certificate of liability insurance for a minimum of $1,000,000.00 and name Owner as additional insured.

12. DAMAGE. In the event of damage to the Premises by fire or other casualty so that Tenant is unable to conduct business on the Premises, this lease may be terminated at the option of either party. Such termination shall be effective upon written notice to the other party under this lease. Such notice will release both parties from their obligations under this lease. Rental payments shall be abated during any period that the Premises are unusable by Tenant due to such damage by fire or other casualty.

13. MECHANIC'S LIEN. Neither Tenant, nor anyone claiming by, through, or under Tenant shall have the right to file any mechanics' lien against the Premises. If any such lien shall at any time be filed, Tenant shall cause the same to be released or shall post a security bond with Owner for the amount of any such lien within fourteen (14) calendar days after the date of any such filing.

14. TERMINATION UPON DEFAULT OF TENANT. Upon default by Tenant of the terms of this lease, Owner may at its option terminate this lease without prejudice to any other rights or remedies afforded by law. Before terminating this lease under this provision, however, Owner shall give Tenant thirty (30) days written notice of its intent to terminate this lease. If any default by Tenant other than the payment of rent cannot with due diligence be cured or remedied within such thirty (30) day period of time specified in such applicable notice of default, and if Tenant has commenced to cure or remedy such default and diligently pursues with due diligence to cure or remedy such default thereafter, then the time to cure or remedy such default shall be extended for such additional time as is reasonably necessary to cure or remedy the same with all due diligence.

15. NOTICES AND DEMANDS. All notices shall be given to the parties hereto at the addresses designated unless either party notifies the other in writing of a different address. Any such notice shall be considered given under the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid, or by

prepaid commercial overnight delivery service, with signature acceptance required. The address of each party until further notification in writing is:

For Tenant:
McLeodUSA TELECOMMUNICATIONS SERVICES, INC.
Attention: Lease Administration
McLeodUSA Technology Park
6400 C Street SW, P.O. Box 3177
Cedar Rapids, IA 52406-3177

For Owner:
VILLAGE OF RANTOUL
Attention: Administrative Officer
333 South Tanner Street
Rantoul, IL 61866

16. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respectively permitted successors, heirs, administrators, executors and assigns of the parties hereto.

17. ACCESS EASEMENT. Owner represents that it is the owner in fee simple absolute of the Premises and that it has the right to enter into this lease. Owner grants Tenant a license for the purpose of and including the right to construct, reconstruct, maintain, operate, enlarge, repair, locate and remove and replace wires, lines and/or cables, underground conduits, splice boxes, and other transmission equipment for communications purposes, (hereinafter collectively referred to as the **"Communications Facilities"**) upon, over, along and across certain real estate owned by Owner as described on Exhibit A in order to access Tenant's facilities and/or the Premises. This grant includes the right to enter upon the Premises for the purpose of constructing, reconstructing, maintaining, operating, enlarging, repairing, locating, and removing and replacing the Communications Facilities.

18. USE OF PREMISES BY OWNER. Owner shall not interfere with, impair or knowingly allow others to interfere with or impair in any way the exercise of the rights granted to Tenant under this lease; provided, however, that Owner, together with its officers, employees, agents and contractors, expressly reserve the right to enter the Premises at any time for any purpose not inconsistent with Tenant's use and occupation of the Premises under this lease, including but not limited to the purpose of inspection. Except for any negligence or willful misconduct of Owner or any of its officers, employees, agents and contractors, Tenant shall have no claim on account of any such entries by Owner or any of its officers, employees, agents or contractors.

19. PAYMENT OF TAXES. Each party shall pay all taxes and assessments lawfully levied on its own property.

20. ENVIROMENTAL INDEMNITIES AND RIGHT TO CANCEL LEASE. The Owner acknowledges that Tenant has neither created nor contributed to the creation or existence of any

hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions (**"Environmental Hazards"**) existing or occurring at the Premises prior to March 1, 1997. Accordingly, the Owner waives any claim against Tenant, and, to the fullest extent permitted by law, agrees to indemnify, hold harmless, and insure Tenant and its directors, officers, agents, employees, affiliates, successors and assigns, from and against any and all claims, demands, actions, liability, suits and judgments (**"Environmental Claims"**) relating to any Environmental Hazards existing prior to March 1, 1997. Owner also agrees to reimburse Tenant for all expenses incurred in defending against any such Environmental Claims relating to Environmental Hazards existing prior to March 1, 1997, including, but not limited to, attorney fees and expenses. Further, Owner warrants it knows of no existing Environmental Hazards or existing or proposed Environmental Claims affecting the Premises.

During the Initial Term and any Renewal Term of this lease, Tenant agrees it shall comply with all present and future environmental laws, ordinances, rules, or regulations, and that it shall not permit the generation, creation, treatment, incorporation, discharge, disposal, escape, release or threat of release of any Environmental Hazard above, upon, under, within or from the Premises. In addition, Tenant warrants that it will, during the Term of this lease, and at its own expense, abate, remedy and remove any Environmental Hazard discovered on the Premises which was caused by its occupancy of the Premises. Accordingly, Tenant waives any claim against the Owner, and, to the fullest extent permitted by law, agrees to indemnify, hold harmless, and insure Owner and its officers, agents, employees, affiliates, successors and assigns from and against any and all Environmental Claims relating to any Environmental Hazards caused by Tenant. Further, Tenant agrees to reimburse Owner for all expenses incurred in defending against any such Environmental Claims caused by Tenant including, but not limited to, attorney fees and expenses.

In accordance with the Access Easement provision of this lease, Owner acknowledges Tenant's right to perform or contract for surveys and/or tests for potential Environmental Hazards on the Premises. Tenant shall have the unilateral right to cancel this Agreement, if, at Tenant's sole discretion, it determines the Premises pose an unacceptable potential environmental risk or if it determines the Premises to be unsuitable for its intended use. Tenant shall inform the Owner in writing of such determination to cancel this lease and Owner shall return the prorata amount of any prepaid rent, if any.

21. TERMINATION RIGHTS OF OWNER. At any time after the Initial Term, Owner may, upon not less than 180 days' prior written notice, terminate this lease if: (a) Owner proposes or is required, for any reason, to vacate or discontinue its use of, or to remodel, remove or demolish, the building or any substantial portion of the building of which the Premises are a part; (b) Owner decides to sell the building of which the Premises are a part and the land under it; or (c) Owner decides to make an underlying or ground lease of the land under the building and/or the building or a lease to a single tenant for a term of ten (10) years or more of all of the building of which the Premises are a part. No money or other consideration shall be payable by Owner to Tenant as a result of any termination of this lease pursuant to the provisions hereof.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this lease to be executed by proper officers duly authorized to execute the same as of the date set forth by their respective signatures below.

McLeodUSA Telecommunications Services, Inc. ("Tenant")

By: Randall Rings

Printed Name: Randall Rings

Title: VP & Secretary Date: 11/16/00

APPROVED
VL/gk
Law Group
Date 11/13/00

Village of Rantoul, Champaign County, Illinois ("Owner")

By: Joseph T. Brown

Printed Name: Joseph T. Brown

Title: Village President Date: 12/01/2000

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between Village of Rantoul, an Illinois municipal corporation (hereinafter referred to as "**Owner**"), and McLeodUSA Telecommunications Services, LLC, an Iowa limited liability company f.k.a McLeodUSA Telecommunications Services, Inc., an Iowa corporation (hereinafter referred to as "**Tenant**").

WHEREAS, Owner and Tenant entered into that certain Lease Agreement dated March 1, 1997, (the "**Agreement**"), whereby Owner leased certain premises to Tenant, being 365 square feet of space located on the second floor of 200 W. Grove Ave, Rantoul; and,

WHEREAS, the term of the Agreement, as extended, will expire on February 28, 2022, and the parties mutually desire to extend the Agreement by providing for a renewal period and additional extensions as well as modify the Agreement in certain other respects, all on the terms and conditions contained herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Establishing New Term.** Commencing March 1, 2022, the term provided in the Agreement and any extensions thereof, as applicable, shall be void and of no further force and consequence. Commencing March 1, 2022, the term of the Agreement shall be extended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**"). Unless otherwise terminated, the Agreement will automatically renew, commencing on the expiration of the New Initial Term, for up to three (3) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Renewal Term**" and each such Additional Renewal Term shall be considered a Renewal Term under the Agreement), upon the same terms and conditions of the Agreement, as amended herein, unless Tenant notifies Owner in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then current Additional Renewal Term. The New Initial Term and the Additional Renewal Terms are collectively referred to as the Term ("**Term**").

2. **Rent.** Commencing on March 1, 2022, the monthly rent payable under the Agreement shall be two hundred seventy-three and 49/100 Dollars ($273.49) per month, and shall continue during the New Initial Term. During each Additional Renewal Term, the monthly rent shall be increased according to the applicable provisions of Paragraph 3 of the Agreement pertaining to rent adjustments for renewal terms.

3. **Notices.** Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

As to Licensee: McLeodUSA Telecommunications Services, LLC
c/o Windstream Real Estate
4001 Rodney Parham Drive
Little Rock, AR 72212

With a copy to: Windstream Communications, LLC
Attn: Legal Department
Mailstop B1F03-71A
4001 Rodney Parham Road
Little Rock, AR 72212

As to Licensor: Village of Rantoul
Municipal Building
333 South Tanner Street
Rantoul, IL 61866

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

6. **Miscellaneous**.

(a) This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(b) Each party hereby represents and warrants to the other party that such party has the full power and authority to execute and deliver this Amendment and to perform hereunder without the necessity of any act or consent of any other person, entity, or enterprise.

(c) If any provision of this Amendment or any application of any such provision will be invalid, illegal, or unenforceable, the remainder of this Amendment and any other application of such provisions will remain effective.

(d) This Amendment, along with the Agreement, is the entire agreement of the parties with respect to the subject matter hereof.

(e) Neither the Agreement, this Amendment or any provisions thereof may be changed, revised, modified, waived, discharged, terminated, or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both the Owner and Tenant.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this Amendment on the dates set forth below.

OWNER:

Village of Rantoul, an Illinois
municipal corporation

By: _____

Name: Mayor Charles Smith

Title: Village President

Date: March 8, 2022

TENANT:

McLeodUSA Telecommunications Services, LLC,
an Iowa limited liability company,

By: _____

Name: _____

Title: _____

Date: _____

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to Pass Resolution No. 02-22-1356, A RESOLUTION AUTHORIZING AND APPROVING THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS TO PROCEED WITH THE OFFERING FOR SALE OF TAX INCREMENT REFUNDING REVENUE BONDS	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. 02-22-1356 Resolution - Approving to Proceed with the Offering for Sale of Tax Increment Refunding Revenue Bonds 2. Tax Increment Revenue Bonds	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

With interest rates declining, and the ability to refinance, the Village has the opportunity to save money on the TIF 3 Bond. With current rates half of what they were when the bond was originally approved, the Village could save anywhere from 4.4% to 8.2% throughout its remaining life, and could net as much as $1 million.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR
Scott Eisenhauer	Scott Eisenhauer

RESOLUTION NO. 02-22-1356

A RESOLUTION AUTHORIZING AND APPROVING THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS TO PROCEED WITH THE OFFERING FOR SALE OF TAX INCREMENT REFUNDING REVENUE BONDS

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the "Village") has determined that based on current interest rates it is desirable to issue tax increment refunding revenue bonds (the "Bonds") to refund all or a portion of the Village's outstanding Tax Increment Revenue Bonds (Evans Road), Series 2013B; and

WHEREAS, the Village desires to authorize Bernardi Securities, Inc. (the "Underwriter") to proceed with the offering for sale of the Bonds; and

WHEREAS, the Village further desires to authorize Gilmore & Bell, P.C. ("Bond Counsel") to proceed with the preparation of the Preliminary Official Statement relating to the Bonds and the preparation of all legal proceedings necessary for the issuance, sale and delivery of the Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. The Underwriter is hereby authorized to offer the Bonds for sale and the Board of Trustees hereby declares its intention to adopt a subsequent ordinance authorizing the issuance of the Bonds and approving the terms thereof.

Section 2. Bond Counsel is hereby authorized to proceed with the preparation of all legal proceedings necessary for the issuance, sale and delivery of the Bonds, including the preparation of the Preliminary Official Statement to be used in the offering for sale of the Bonds. Upon completion of the Preliminary Official Statement, the appropriate officer of the Village is authorized to certify that the Village deems the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

Section 3. The President, the Village Administrator, the Comptroller, and other officers and representatives of the Village are hereby authorized and directed to take such other action as may be necessary to carry out the offering for sale of the Bonds.

Section 4. This Resolution shall be in full force and effect from and after its passage by the Board of Trustees.

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 duly noticed for such purpose held on the date set forth below.

PASSED this 8th day of February, 2022.

Village Clerk

APPROVED this 8th day of February, 2022.

Village President

Tax Increment Revenue Bonds (Evans Road), Series 2013B

Current Amortization			
Fiscal Year	Principal (12/1)	Interest (6/1 & 12/1)	Total Debt Service
2023	415,000	539,000	954,000
2024	445,000	509,950	954,950
2025	480,000	478,800	958,800
2026	520,000	445,200	965,200
2027	560,000	408,800	968,800
2028	610,000	369,600	979,600
2029	650,000	326,900	976,900
2030	700,000	281,400	981,400
2031	750,000	232,400	982,400
2032	800,000	179,900	979,900
2033	860,000	123,900	983,900
2034	910,000	63,700	973,700
	$ 7,700,000	$ 3,959,550	$ 11,659,550

After Hypothetical Refunding(1)				
Fiscal Year	Best Case		Worst Case	
	Debt Service	Savings	Debt Service	Savings
2023	**853,795**	*100,205*	**878,561**	*75,439*
2024	**850,950**	*104,000*	**879,250**	*75,700*
2025	**855,450**	*103,350*	**883,375**	*75,425*
2026	**861,550**	*103,650*	**886,675**	*78,525*
2027	**866,900**	*101,900*	**894,100**	*74,700*
2028	**876,500**	*103,100*	**905,475**	*74,125*
2029	**875,200**	*101,700*	**900,625**	*76,275*
2030	**878,300**	*103,100*	**905,075**	*76,325*
2031	**880,650**	*101,750*	**903,475**	*78,925*
2032	**877,250**	*102,650*	**906,000**	*73,900*
2033	**883,250**	*100,650*	**907,475**	*76,425*
2034	**973,350**	*350*	**972,900**	*800*
	$ 10,533,145	*$ 1,126,405*	**$ 10,822,986**	*$ 836,564*

True Interest Cost.....	**7.00%**

Bond Yield.....	**3.00%**	**3.50%**
Net Savings + Rounding Amount.....	**$ 1,127,351**	**$ 837,510**
Present Value Savings.....	**8.17%**	**4.41%**

(1) Hypothetical Refunding includes all estimated costs of issuance.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Discussion of American Rescue Plan Act (ARPA) Funding	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Discussion of Fiscal Year 2022-2023 Budget	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: January 2022 Village Applicant Demographics Report	DEPARTMENT: Administration
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. HR Report - February 2022	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Deborah Sage	VILLAGE ADMINISTRATOR Scott Eisenhauer

Open Positions for Village of Rantoul

February 24, 2021 to January 24, 2022

Position					
	Census Report 2016	Firefighter ID 76624		Police Officer ID 69117	
Race		Number	Percentage	Number	Percentage
White	60.9%	23	61%	42	62%
African American	24.9%	8	22%	13	19%
Asian	2.3%	0	0%	1	1%
Native Hawiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	1	3%	8	13%
American Indian	0.5%	0	0%	1	1%
Two or More Races	6.2%	4	11%	3	4%
Unknown	0.0%	1	3%	0	0%
Gender					
Male	47.9%	33	89%	50	74%
Female	52.1%	4	11%	18	26%
Total Applications					
		37		68	
Open / Filled					
		Open Position Stays Open		Open Position Stays Open	

Position					
		Lifeguard ID 90184		Gas Sytems Tech ID 89642	
Race		Number	Percentage	Number	Percentage
White		2	100%	7	87%
African American		0	0%	0	0%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	1	13%
American Indian		0	0%	0	0%
Two or More Races		0	0%	0	0%
Unknown		0	0%	0	0%
Gender					
Male		1	50%	8	100%
Females		1	50%	0	0%
Total Applications					
		2		8	
Open / Filled					
		Open Position Summer Position		Open Position Closes 02/04/2022	

Open Positions for Village of Rantoul

February 24, 2021 to January 24, 2022

Position					
		Front Gate Attendant ID 90205		Aquatic Group Fitness Instructor ID 90197	
Race		Number	Percentage	Number	Percentage
White		0	0%	0	0%
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		0	0%	0	0%
Unknown		0	0%	0	0%
Male		0	0%	0	0%
Female		0	0%	0	0%
		0		0	
		Open Position Summer Position		Open Position Summer Position	

Position					
		Community Social Worker ID 89641		Chief of Opeartions - Waste Water ID 87937	
Race		Number	Percentage	Number	Percentage
White		0	0%	1	50%
African American		0	0%	0	0%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		1	100%	0	0%
American Indian		0	0%	0	0%
Two or More Races		0	0%	0	0%
Unknown		0	0%	1	50%
Gender					
Male		0	0%	1	50%
Females		1	100%	1	50%
Total Applications					
		1		2	
Open / Filled					
		Open Position Open Until Filled		Offer Extended Closed 01/15/2022	

Open Positions for Village of Rantoul

February 24, 2021 to January 24, 2022

Position					
		Marketing Coordinator ID 87602		Group Fitness Instructor ID 87310	
Race		Number	Percentage		
White		10	77%	2	50%
African American		1	8%	1	25%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		2	15%	0	0%
American Indian		0	0%	0	0%
Two or More Races		0	0%	1	25%
Unknown		0	0%	0	0%
Male		4	31%	1	25%
Female		9	69%	3	75%
		13		4	
		Open Position Open Until Filled		Open Position Stays Open	

Position					
		Public Works Director ID 80512		Total Numbers	
Race		Number	Percentage		
White		5	38%	92	63%
African American		3	23%	26	18%
Asian		0	0%	1	1%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	13	9%
American Indian		0	0%	1	1%
Two or More Races		0	0%	8	6%
Unknown		1	8%	3	2%
Male		8	62%	105	73%
Female		1	8%	39	27%
		9		144	
		Open Position Open Until Filled			

Open Positions for Village of Rantoul

February 24, 2021 to January 24, 2022

Additional Information

New / Pending Hires

Wastewater Operator
Start Date: 01/24/2022
White, Male (1)

Start Date: 02/07/2022
White, Male (1)

Chief of Operations - Waste Water
Start Date: 01/31/2022
Unknown, Female (1)

Inventory Specialist
Start Date: 02/14/2022
African American, Male (1)

Up Coming Events
Scheduling Job Fairs
* Village of Rantoul
* Rantoul High School

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Approve a five-year contract with Axon Enterprises, Inc. for the purchase and installation of nine (9) Fleet 3 in-squad cameras in the amount of $20,765.72/yr	DEPARTMENT: Police Department
DATE: February 1, 2022	AMOUNT: $20,765.72/yr for five years
ATTACHMENTS: 1. Rantoul Police Department Quote - Axon Fleet 3 (120)	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

The Rantoul Police Department is requesting the approval to purchase nine in-squad video systems from Axon Enterprise, Inc. These cameras will provide video and audio recordings of external and internal views of the squad cars to include the prisoner transport area. These cameras also integrate with the current body-worn cameras to provide more footage and transparency of police contacts. Additionally, automatic activation of these cameras occurs when emergency lighting is activated or speed thresholds are met.

The five-year contract with Axon Enterprise, Inc covers the purchase and installation of this camera system. As part of the contract, the camera system will be "refreshed" with the latest in-squad video system from Axon at the conclusion of the five-year contract.

The camera system will be paid for from the police budget over the next five fiscal years beginning in FY 22/23.

Year	Invoice Date	Amount
Year 1 (FY22/23)	Nov. 2022	$20,765.72
Year 2 (FY23/24)	Nov. 2023	$20,765.71
Year 3 (FY24/25)	Nov. 2024	$20,765.71
Year 4 (FY25/26)	Nov. 2025	$20,765.71
Year 5 (FY26/27)	Nov. 2026	$20,765.71

RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Chief Tony Brown	VILLAGE ADMINISTRATOR Scott Eisenhauer

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-365278-44581.873RL

Issued: 01/20/2022
Quote Expiration: 02/28/2022
EST Contract Start Date: 12/01/2022
Account Number: 110129
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-109 E Grove Ave 109 E Grove Ave Rantoul, IL 61866-2318 USA	Rantoul Police Department - IL 109 E Grove Ave Rantoul, IL 61866-2318 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Leinson Phone: Email: rleinson@axon.com Fax:	Tony Brown Phone: (217) 893-5602 Email: tbrown@village.rantoul.il.us Fax:

Program Length	60 Months
TOTAL COST	$103,828.56
ESTIMATED TOTAL W/ TAX	$103,828.56

Bundle Savings	$30,085.92
Additional Savings	$6,619.44
TOTAL SAVINGS	$36,705.36

PAYMENT PLAN

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Nov, 2022	$20,765.72
Year 2	Nov, 2023	$20,765.71
Year 3	Nov, 2024	$20,765.71
Year 4	Nov, 2025	$20,765.71
Year 5	Nov, 2026	$20,765.71

Quote Details

Bundle Summary

Item	Description	QTY
Fleet3A	Fleet 3 Advanced	9

Bundle: Fleet 3 Advanced Quantity: 9 Start: 12/1/2022 End: 10/14/2027 Total: 103828.56 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	18	$17.00	$13.36	$14,188.95
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	9	$20.00	$15.72	$8,346.44
ALPR License	80401	FLEET 3, ALPR LICENSE, 1 CAMERA, LICENSE	9	$49.00	$38.51	$20,448.78
Respond License	80402	RESPOND DEVICE LICENSE - FLEET 3 - LICENSE	9	$15.00	$11.79	$6,259.83
Camera Kit & Warranty	72036	FLEET 3 STANDARD 2 CAMERA KIT	9	$2,405.00	$1,890.13	$17,011.17
SIM	72034	FLEET SIM INSERTION, VZW	9	$15.00	$11.79	$106.10
Router	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	9	$1,249.00	$981.61	$8,834.49
Router Antenna	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	9	$249.00	$195.69	$1,761.24
Ethernet Cable	74110	FLEET ETHERNET CABLE, CAT6, 25 FT	9	$25.00	$19.65	$176.83
Vehicle Installation	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	9	$1,200.00	$471.55	$4,243.95
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	9	$2,710.00	$2,129.84	$19,168.52
Axon Signal Unit	70112	AXON SIGNAL UNIT	9	$279.00	$0.00	$0.00
Cable Assembly	70117	AXON SIGNAL UNIT, CABLE ASSEMBLY	9	$25.00	$19.65	$176.82
Other	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	9	$8.96	$7.04	$3,105.44
Other	80379	EXT WARRANTY, FLEET 2 SIGNAL UNIT	9	$1.16	$0.00	$0.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

1/20/2022

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Approve Ordinance No. 2692, AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE III OF CHAPTER TEN "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL BUILDING CODE	DEPARTMENT: Building Safety
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. 02-22-2692 Ordinance - Amending Article III - Building Code (2018 Ed) 2. Key Changes in the 2018 International Codes® (I-Codes®) - ICC	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This is a request to Amend Article III of Chapter Ten, "Buildings and Building regulations." It has been over fourteen years since the building codes were last adopted. Building Safety would like to change from the current 2006 International codes to the 2018 edition. We will be bringing forward the remaining International codes in the near future.

Proposed Code changes are the 2018 International Building Code.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Morgan	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2692

AN ORDINANCE
SUPPLEMENTING AND AMENDING ARTICLE III OF CHAPTER 10
"BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE,
AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF
2018 INTERNATIONAL BUILDING CODE

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 8th day of February, 2022, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____
Village Clerk

ORDINANCE NO. 2692

AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE III OF CHAPTER 10 "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL BUILDING CODE

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-3-2, provides that a municipality may adopt, by reference, certain regulations without setting forth those provisions in full; and,

WHEREAS, Article III of Chapter 10 of the Village Code provides for the adoption by reference of the International Building Code, 2006 edition, published by the International Code Council; and,

WHEREAS, the International Code Council is made up of code enforcement officials, trade industry representatives, design professionals and other interested parties who participate in establishing and revising codes for adoption and use by municipalities; and,

WHEREAS, the International Code Council periodically updates those certain codes which they develop and publish to assist municipalities; and

WHEREAS, the International Code Council has published the 2018 edition of the International Building Code; and,

WHEREAS, the Village Board desires to adopt, by reference, the updated and revised version of the International Building Code as and for its Building Code.

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

Section 1. **Amendment**. That ARTICLE III, entitled "Building Code", of CHAPTER 10, entitled "Buildings and Building Regulation", be and the same is hereby amended to provide as follows:

Sec. 10-112. - Adoption by reference.

A certain document, at least one copy of which is and has remained on file for a period of not less than 30 days prior to the adoption of the ordinance from which this article is derived and shall be kept available for public use in the office of the village, being marked and designated as the "International Building Code," 2018 edition, and including only appendixes F, G, H, I and J, as published by the International Code Council, be and is hereby adopted as the building code (the "building code") of the village, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as therein provided; providing for the issuance of permits and collection of fees thereof; and each and all of the regulations, provisions, conditions and terms of the building code are hereby

referred to, adopted and made a part hereof as if fully set out in this article, with such additions, amendments, insertions and deletions, if any, prescribed in section 10-113.

Sec. 10-113. - Additions, amendments, insertions and deletions.

The following sections of the building code are hereby revised as follows:

Section 101.1. Insert "Village of Rantoul, Champaign County, Illinois," for [Name of Jurisdiction].

Section 103. Delete Section 103 Department of Building Safety in its entirety and replace with the following: The office of the village inspector, as that office is authorized, established and provided for in Chapter 2, Article III, Division 9 of the Village Code, shall be the designated authority charged with the administration and enforcement of the building code and all references in the building code to the "building official" shall be deemed and construed to be references to the "village inspector."

Section 109.2. Add the following at the end of said section: The schedule of fees for each permit shall be in the amount established from time to time by the Village Board.

Section 113. Delete Section 113 Board of Appeals in its entirety and replace with the following: The Board of Code Appeals, as that Board is created, established and provided for in Chapter 2, Article IV, Division 3 of the Village Code, shall be the Board to which any person shall have the right to appeal a decision of the village inspector under the building code, and all references in this code to the "Board of Appeals" or the "Board" shall be deemed and construed to be references to the Board of Code Appeals.

Section 114.4. Add the following to the end of said section: Penalties for violations of this code shall be as specified in section 1-23 of the Village Code.

Section 115.3. Add the following to the end of said section: Penalties for unlawful continuances of work shall be as specified in section 1-23 of the village Code.

Section 1612.3. Insert "Village of Rantoul" for [name of jurisdiction] and "October 2, 2013" for [date of issuance].

Section 2. **Effective Date**. The provisions of this Ordinance shall, after its passage, approval and publication as required by law, become effective on June 1, 2022.

Section 3. Conflict. All ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby 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 on the date set forth below.

PASSED this 8th day of February, 2022.

_____
Village Clerk

APPROVED this 8th day of February, 2022.

_____
Village President

International Code Council (ICC)

What's New in the 2018 I-Codes?

Key changes include:

2018 International Building Code® (IBC®)

- Accessory storage spaces of any size are now permitted to be classified as part of the occupancy to which they are accessory.
- New code sections have been introduced addressing medical gas systems and higher education laboratories.
- Use of fire walls to create separate buildings is now limited to only the determination of permissible types of construction based on allowable building area and height.
- Where an elevator hoistway door opens into a fire-resistance-rated corridor, the opening must be protected in a manner to address smoke intrusion into the hoistway.
- The occupant load factor for business uses has been revised to one occupant per 150 square feet.
- Live loads on decks and balconies increase the deck live load to one and one-half times the live load of the area served.
- The minimum lateral load that fire walls are required to resist is five pounds per square foot.
- Wind speed maps updated, including maps for the state of Hawaii. Terminology describing wind speeds has changed again with ultimate design wind speeds now called basic design wind speeds.
- Site soil coefficients now correspond to the newest generation of ground motion attenuation equations (seismic values).
- Five-foot tall wood trusses requiring permanent bracing must have a periodic special inspection to verify that the required bracing has been installed.
- New alternative fastener schedule for construction of mechanically laminated decking is added giving equivalent power-driven fasteners for the 20-penny nail.
- Solid sawn lumber header and girder spans for the exterior bearing walls reduce span lengths to allow #2 Southern Pine design values.

2018 International Residential Code® for One- and Two-Family Dwellings (IRC®)

- An updated seismic map reflects the most conservative Seismic Design Category (SDC) based on any soil type and a new map reflects less conservative SDCs when Site Class A, B or D is applicable.
- The townhouse separation provisions now include options for using two separate fire-resistant-rated walls or a common wall.

- An emergency escape and rescue opening is no longer required in basement sleeping rooms where the dwelling has an automatic fire sprinkler system and the basement has a second means of egress or an emergency escape opening.
- The exemption for interconnection of smoke alarms in existing areas has been deleted.
- New girder/header tables have been revised to incorporate the use of #2 Southern Pine in lieu of #1 Southern Pine.
- New tables address alternative wood stud heights and the required number of full height studs in high wind areas.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Approve Ordinance No. 2693, AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE IV OF CHAPTER TEN "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL RESIDENTIAL CODE	DEPARTMENT: Building Safety
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. 02-22-2693 Ordinance - Amending Article IV - Residential Code (2018 Ed) 2. Key Changes in the 2018 International Codes® (I-Codes®) - ICC	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This is a request to Amend Article IV of Chapter Ten, "Buildings and Building regulations." It has been over fourteen years since the building codes were last adopted. Building Safety would like to change from the current 2006 International codes to the 2018 edition. We will be bringing forward the remaining International codes in the near future.

Proposed Code changes are The 2018 International Residential Code for One and Two-Family Dwellings.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Morgan	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2693

AN ORDINANCE
SUPPLEMENTING AND AMENDING ARTICLE IV OF CHAPTER 10
"BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE,
AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF
2018 INTERNATIONAL RESIDENTIAL CODE

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 8th day of February, 2022, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____
Village Clerk

ORDINANCE NO. 2693

AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE IV OF CHAPTER 10 "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL RESIDENTIAL CODE

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-3-2, provides that a municipality may adopt, by reference, certain regulations without setting forth those provisions in full; and,

WHEREAS, Article IV of Chapter 10 of the Village Code provides for the adoption by reference of the International Residential Code, 2006 edition, published by the International Code Council; and,

WHEREAS, the International Code Council is made up of code enforcement officials, trade industry representatives, design professionals and other interested parties who participate in establishing and revising codes for adoption and use by municipalities; and,

WHEREAS, the International Code Council periodically updates those certain codes which they develop and publish to assist municipalities; and

WHEREAS, the International Code Council has published the 2018 edition of the International Residential Code; and,

WHEREAS, the Village Board desires to adopt, by reference, the updated and revised version of the International Residential Code as and for its Residential Code.

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

Section 1. **Amendment**. That ARTICLE IV, entitled "Building Code", of CHAPTER 10, entitled "Buildings and Building Regulation", be and the same is hereby amended to provide as follows:

Sec. 10-142. - Adoption by reference.

A certain document, at least one copy of which is and has remained on file for a period of not less than 30 days prior to the adoption of the ordinance from which this article is derived and shall be kept available for public use in the office of the Village Clerk, being marked and designated as the "International Residential Code," 2018 edition, and including only appendices A, B, C, E, G, H, J, K, L and P, as published by the International Code Council, be and is hereby adopted as the residential code (the "residential code") of the Village, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one-family and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress as therein provided; providing for the issuance of permits and collection of fees thereof; and each and all of the regulations, provisions, conditions and terms of the residential code are hereby referred to, adopted and made a part hereof as if fully set out

in this article, with such additions, amendments, insertions and deletions, if any, prescribed in section 10-143.

Sec. 10-143. - Additions, amendments, insertions and deletions.

The following sections of the residential code are hereby revised as follows:

Section R101.1. Insert "Village of Rantoul, Champaign County, Illinois," for [Name of Jurisdiction].

Section R103. Delete Section R103 Department of Building Safety in its entirety and replace with the following: The office of the village inspector, as that office is authorized, established and provided for in Chapter 2, Article III, Division 9 of the Village Code, shall be the designated authority charged with the administration and enforcement of this code and all references in this code to the "building official" shall be deemed and construed to be references to the "village inspector."

Section R105.2. Delete the following in Section R105.2: Under "Building" the listed items numbered 1, 2, 4, 5 and 9.

Section R108.2. Add the following to the end of Section R108.2: The schedule of fees for each permit shall be in the amount established from time to time by the Village Board.

Section R112. Delete Section R112 in its entirety and replace with the following: The Board of Code Appeals, as that Board is created, established and provided for in Chapter 2, Article IV, Division 3 of the Village Code, shall be the Board to which any person shall have the right to appeal a decision of the village inspector under this code, and all references in this code to the "Board of Appeals" or the "Board" shall be deemed and construed to be references to the Board of Code Appeals.

Section R113.4. Add the following to the end of Section R113.4: Penalties for violations of this code shall be as specified in section 1-23 of the Village Code.

Section R114.2. Add the following at the end of Section R114.2: Penalties for unlawful continuances of work shall be as specified in section 1-23 of the Village Code.

Section R301.2, Table R301.2(1). Following Section R301.2, insert the following additional criteria, to-wit: TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground snow load: 20

Wind speed (mph): 90

Seismic design category: B

Subject to damage from:

Weathering: Severe

Front line depth: 36 inches

Termite: Moderate to Heavy

Decay: Slight to Moderate

Winter design temp.: -4

ICE barrier underlayment required: No

Flood hazards: None

Air freezing index: 1,500 or less

Mean annual temp.: 52

Part IV-Energy Conservation. Delete Part IV-Energy Conservation, including CHAPTER 11-ENERGY CONSERVATION in its entirety.

Chapter 26. Delete Chapter 26, General plumbing requirements, in its entirety.

Section 2. **Effective Date**. The provisions of this Ordinance shall, after its passage, approval and publication as required by law, become effective on June 1, 2022.

Section 3. Conflict. All ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby 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 on the date set forth below.

PASSED this 8th day of February, 2022.

_____

Village Clerk

APPROVED this 8th day of February, 2022.

_____

Village President

International Code Council (ICC)

What's New in the 2018 I-Codes?

Key changes include:

2018 International Building Code® (IBC®)

- Accessory storage spaces of any size are now permitted to be classified as part of the occupancy to which they are accessory.
- New code sections have been introduced addressing medical gas systems and higher education laboratories.
- Use of fire walls to create separate buildings is now limited to only the determination of permissible types of construction based on allowable building area and height.
- Where an elevator hoistway door opens into a fire-resistance-rated corridor, the opening must be protected in a manner to address smoke intrusion into the hoistway.
- The occupant load factor for business uses has been revised to one occupant per 150 square feet.
- Live loads on decks and balconies increase the deck live load to one and one-half times the live load of the area served.
- The minimum lateral load that fire walls are required to resist is five pounds per square foot.
- Wind speed maps updated, including maps for the state of Hawaii. Terminology describing wind speeds has changed again with ultimate design wind speeds now called basic design wind speeds.
- Site soil coefficients now correspond to the newest generation of ground motion attenuation equations (seismic values).
- Five-foot tall wood trusses requiring permanent bracing must have a periodic special inspection to verify that the required bracing has been installed.
- New alternative fastener schedule for construction of mechanically laminated decking is added giving equivalent power-driven fasteners for the 20-penny nail.
- Solid sawn lumber header and girder spans for the exterior bearing walls reduce span lengths to allow #2 Southern Pine design values.

2018 International Residential Code® for One- and Two-Family Dwellings (IRC®)

- An updated seismic map reflects the most conservative Seismic Design Category (SDC) based on any soil type and a new map reflects less conservative SDCs when Site Class A, B or D is applicable.
- The townhouse separation provisions now include options for using two separate fire-resistant-rated walls or a common wall.

- An emergency escape and rescue opening is no longer required in basement sleeping rooms where the dwelling has an automatic fire sprinkler system and the basement has a second means of egress or an emergency escape opening.
- The exemption for interconnection of smoke alarms in existing areas has been deleted.
- New girder/header tables have been revised to incorporate the use of #2 Southern Pine in lieu of #1 Southern Pine.
- New tables address alternative wood stud heights and the required number of full height studs in high wind areas.

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Approve Ordinance No. 2694, AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE XII OF CHAPTER TEN "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE	DEPARTMENT: Building Safety
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. 02-22-2694 Ordinance - Amending Article XII - Property Maintenance Code (2018 Ed) 2. Significant Changes in the 2018 International Property Maintenance Codes® (I-Codes®) - IPMC	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This is a request to Amend Article XII of Chapter Ten, "Buildings and Building regulations." It has been over fourteen years since the building codes were last adopted. Building Safety would like to change from the current 2006 International codes to the 2018 edition. We will be bringing forward the remaining International codes in the near future.

Proposed Code changes are the 2018 International Property Maintenance Code.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Scott Morgan	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2694

AN ORDINANCE
SUPPLEMENTING AND AMENDING ARTICLE XII OF CHAPTER 10
"BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE,
AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 8th day of February, 2022, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____
Village Clerk

ORDINANCE NO. 2694

AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE XII OF CHAPTER 10 "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-3-2, provides that a municipality may adopt, by reference, certain regulations without setting forth those provisions in full; and,

WHEREAS, Article XII of Chapter 10 of the Village Code provides for the adoption by reference of the International Property Maintenance Code, 2006 edition, published by the International Code Council; and,

WHEREAS, the International Code Council is made up of code enforcement officials, trade industry representatives, design professionals and other interested parties who participate in establishing and revising codes for adoption and use by municipalities; and,

WHEREAS, the International Code Council periodically updates those certain codes which they develop and publish to assist municipalities; and

WHEREAS, the International Code Council has published the 2018 edition of the International Property Maintenance Code; and,

WHEREAS, the Village Board desires to adopt, by reference, the updated and revised version of the International Property Maintenance Code as and for its Property Maintenance Code.

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

Section 1. **Amendment**. That ARTICLE XII, entitled "Property Maintenance Code", of CHAPTER 10, entitled "Buildings and Building Regulation", be and the same is hereby amended to provide as follows:

Sec. 10-386. - Adoption by reference.

A certain document, at least one copy of which is and has remained on file for a period of not less than 30 days prior to the adoption of the ordinance from which this article is derived and shall be kept available for public use in the office of the village clerk, being marked and designated as the International Property Maintenance Code, 2018 edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code (the "Property Maintenance Code") of the Village, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and collection of fees thereof; and each and all of the regulations, provisions, conditions

and terms of the property maintenance code are hereby referred to, adopted and made a part hereof as if fully set out in this article, with such additions, amendments, insertions and deletions, if any, prescribed in Section 10-387.

Sec. 10-387. - Additions, amendments, insertions and deletions.

The following sections of the property maintenance code are hereby revised as follows:

A. *Section 101.1.* In the second line insert the following for “[Name of Jurisdiction]”: "Village of Rantoul, Champaign County, Illinois,".

B. *Section 102.*3. Delete the existing text in its entirety and replace it with the following: “Application of other codes: The specific work related to any repairs, additions or alterations to a structure, or changes of occupancy or use, shall be done in accordance with the procedures and provisions of any applicable codes or regulations as may be adopted or enacted by the Village.”

C. *Section 102.*7. Insert the following language after the words “Chapter 8” in line 3: “, or the equivalent code as may be adopted by the Village,”.

D. *Section 103.* Delete Sections 103.1 through 103.5, inclusive, in their entirety and replace them with the following:

103.1 General. The office of the village inspector, as that office is authorized, established and provided for in Chapter 2, Article III, Division 9 of the Village Code, shall be the designated authority charged with the administration and enforcement of this code and all references in this code to the "code official" shall be deemed and construed to be references to the "village inspector."

103.2 Fees. Any fees which may be required for activities and services performed by the Village under this code shall be in the amounts established from time to time by the Village Board.

E. *Section 106.4.* Delete the text in its entirety and replace it with the following: Any person who shall violate a provision of this code or fail to comply therewith or with any requirements thereof shall be prosecuted and the penalties shall be as specified in Sections 1-23 and 10-6 of the Village Code.

F. *Section 106.5.* Insert the following language at the end of the section: “Failure to abate a violation shall be an implied consent for the Village to abate the violation. Such an implied consent shall be deemed to form a contract between the responsible person(s) and the Village for correcting, abating or removing the violation. All costs incurred by the Village in abating a violation shall be charged to the person or persons responsible for the violation, and shall be a lien upon the real estate where the violation occurred."

G. *Section 111.* Delete the section in its entirety and replace it with the following: The board of code appeals, as that board is created, established and provided for in Chapter 2, Article IV, Division 3 of the Village Code, shall be the board to which any person shall have the right to appeal a decision of the village inspector under this code, and all references in this code to the "board of appeals" or the "board" shall be deemed and construed to be references to the board of code appeals.

H. *Section 112.4*. Insert the figures “$75” and “$750”, respectively, for each applicable “[Amount]”.

I. *Section 302.4.* Insert "eight inches" for [jurisdiction to insert height in inches].

J. *Section 304.14.* Insert "April 1” and “November 20", respectively, for each applicable “[Date]”.

K. Add Section 304.20 as follows: “304.20. Defacement of Property. Intentional damage, mutilation or defacement of property (such as graffiti) of a building, structure or property is in violation of this Code. It is the responsibility of the owner of such building, structure or property to restore such to its original state of repair.”

L. Section 602.3. Insert "October 1” and “April 30", respectively, for each applicable date [Date].

M. Section 602.4. Insert "October 1” and “April 30", respectively, for each applicable [Date].

N. Section 704.1.3. Insert the following after “*International Fire Code* requirements.”: “, as well as any other applicable state or local law.”

O. Section 704.1.3(5). Insert the following after “Section 915.6.”: “See also Carbon Monoxide Alarm Detector Act, 430 ILCS 135/1 et seq.”

P. Section 704.2.3(13) Insert the following after “Section 907.10.”: “See also Smoke Detector Act, 425 ILCS 60/1 et seq.”

Section 2. **Effective Date**. The provisions of this Ordinance shall, after its passage, approval and publication as required by law, become effective on June 1, 2022.

Section 3. Conflict. All ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby 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 on the date set forth below.

PASSED this 8th day of February, 2022.

_____
Village Clerk

APPROVED this 8th day of February, 2022.

_____
Village President

2018 INTERNATIONAL CODES®

IPMC®

A Member of the International Code Family®

INTERNATIONAL PROPERTY MAINTENANCE CODE®

ICC INTERNATIONAL CODE COUNCIL®

100674773

APPENDIX A
BOARDING STANDARD

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix A provides minimum specifications for boarding a structure. This can be utilized by a jurisdiction as a set of minimum requirements in order to result in consistent boarding quality. These requirements also provide a reasonable means to eliminate having to approve numerous methods or materials for the boarding and securing of a structure. It is important to note that the provisions of Appendix A are not mandatory unless specifically referenced in the adopting ordinance of the authority having jurisdiction.*

A101
GENERAL

A101.1 General. Windows and doors shall be boarded in an *approved* manner to prevent entry by unauthorized persons and shall be painted to correspond to the color of the existing structure.

A102
MATERIALS

A102.1 Boarding sheet material. Boarding sheet material shall be minimum $^{1}/_{2}$-inch-thick (12.7 mm) wood structural panels complying with the *International Building Code*.

A102.2 Boarding framing material. Boarding framing material shall be minimum nominal 2-inch by 4-inch (51 mm by 102 mm) solid sawn lumber complying with the *International Building Code*.

A102.3 Boarding fasteners. Boarding fasteners shall be minimum $^{3}/_{8}$-inch-diameter (9.5 mm) carriage bolts of such a length as required to penetrate the assembly and as required to adequately attach the washers and nuts. Washers and nuts shall comply with the *International Building Code*.

A103
INSTALLATION

A103.1 Boarding installation. The boarding installation shall be in accordance with Figures A103.1(1) and A103.1(2) and Sections A103.2 through A103.5.

A103.2 Boarding sheet material. The boarding sheet material shall be cut to fit the door or window opening neatly or shall be cut to provide an equal overlap at the perimeter of the door or window.

A103.3 Windows. The window shall be opened to allow the carriage bolt to pass through or the window sash shall be removed and stored. The 2-inch by 4-inch (51 mm by 102 mm) strong back framing material shall be cut minimum 2 inches (51 mm) wider than the window opening and shall be placed on the inside of the window opening 6 inches (152 mm) minimum above the bottom and below the top of the window opening. The framing and boarding shall be pre-drilled. The assembly shall be aligned and the bolts, washers and nuts shall be installed and secured.

A103.4 Door walls. The door opening shall be framed with minimum 2-inch by 4-inch (51 mm by 102 mm) framing material secured at the entire perimeter and vertical members at a maximum of 24 inches (610 mm) on center. Blocking shall also be secured at a maximum of 48 inches (1219 mm) on center vertically. Boarding sheet material shall be secured with screws and nails alternating every 6 inches (152 mm) on center.

A103.5 Doors. Doors shall be secured by the same method as for windows or door openings. One door to the structure shall be available for authorized entry and shall be secured and locked in an *approved* manner.

A104
REFERENCED STANDARD

IBC—18	International Building Code	A102.1, A102.2, A103

INTERNATIONAL CODE COUNCIL®
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APPENDIX A

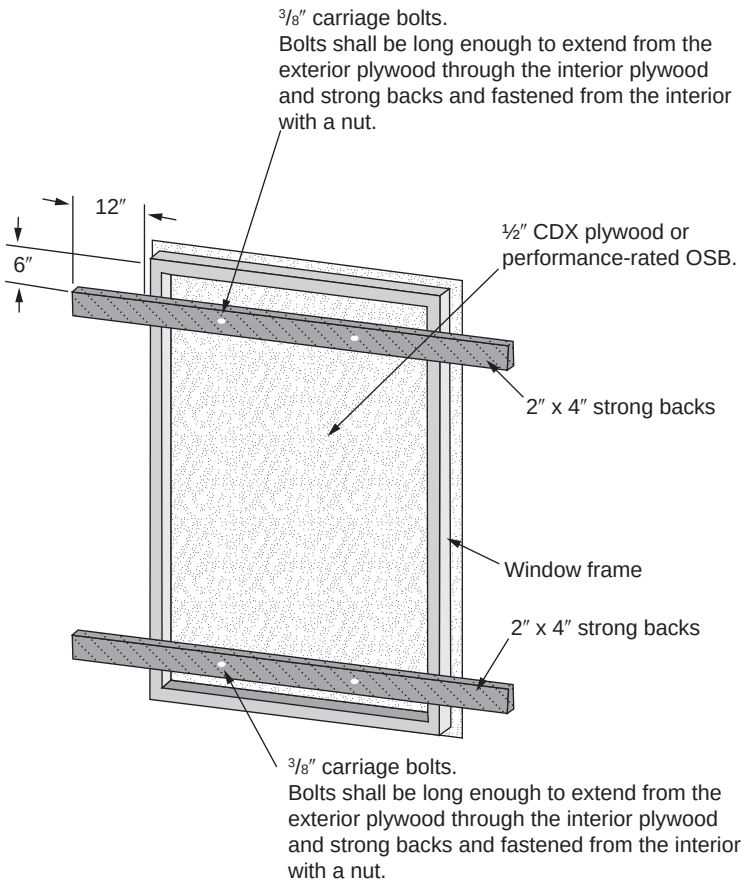
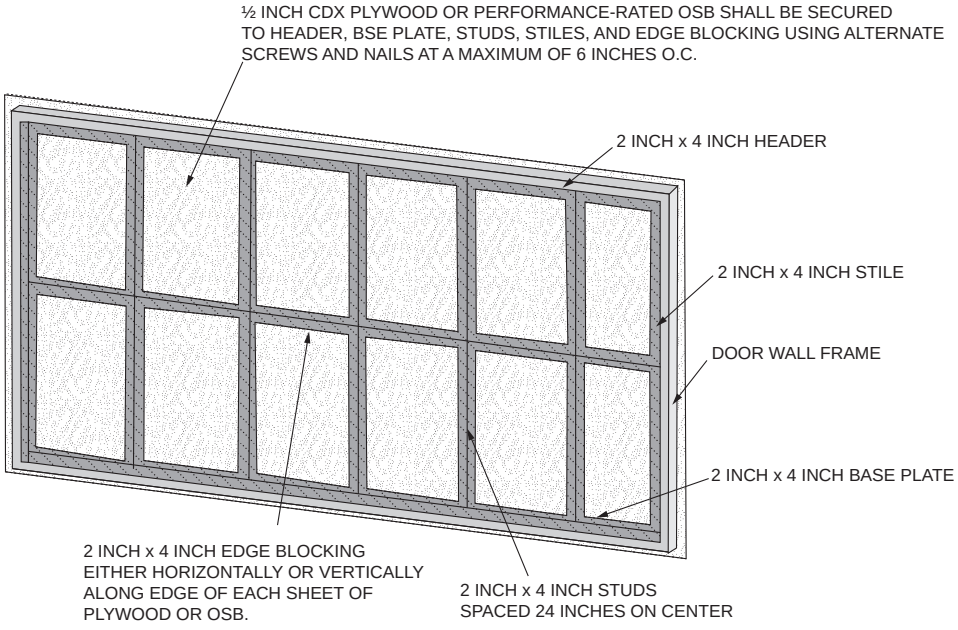


FIGURE A103.1(1)
BOARDING OF DOOR OR WINDOW



For SI: 1 inch = 25.4 mm.

FIGURE A103.1(2)
BOARDING OF DOOR WALL

INTERNATIONAL CODE COUNCIL®
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CHAPTER 7
FIRE SAFETY REQUIREMENTS

User note:

About this chapter: *Chapter 7 establishes fire safety requirements for existing structures by containing requirements for means of egress, including path of travel, required egress width, means of egress doors and emergency escape openings, and for the maintenance of fire-resistance-rated assemblies, fire protection systems, and carbon monoxide alarm and detection systems.*

SECTION 701
GENERAL

701.1 Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to structures and exterior *premises*, including fire safety facilities and equipment to be provided.

701.2 Responsibility. The *owner* of the *premises* shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as *owner-occupant* or permit another person to occupy any *premises* that do not comply with the requirements of this chapter.

SECTION 702
MEANS OF EGRESS

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the *public way*. Means of egress shall comply with the *International Fire Code.*

[F] 702.2 Aisles. The required width of aisles in accordance with the *International Fire Code* shall be unobstructed.

[F] 702.3 Locked doors. Means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where the door hardware conforms to that permitted by the *International Building Code*.

[F] 702.4 Emergency escape openings. Required emergency escape openings shall be maintained in accordance with the code in effect at the time of construction, and the following. Required emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided that the minimum net clear opening size complies with the code that was in effect at the time of construction and such devices shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the escape and rescue opening.

SECTION 703
FIRE-RESISTANCE RATINGS

[F] 703.1 Fire-resistance-rated assemblies. The provisions of this chapter shall govern maintenance of the materials, systems and assemblies used for structural fire resistance and fire-resistance-rated construction separation of adjacent spaces to safeguard against the spread of fire and smoke within a building and the spread of fire to or from buildings.

[F] 703.2 Unsafe conditions. Where any components are not maintained and do not function as intended or do not have the fire resistance required by the code under which the building was constructed or altered, such components or portions thereof shall be deemed unsafe conditions in accordance with Section 111.1.1 of the *International Fire Code*. Components or portions thereof determined to be unsafe shall be repaired or replaced to conform to that code under which the building was constructed or altered. Where the condition of components is such that any building, structure or portion thereof presents an imminent danger to the occupants of the building, structure or portion thereof, the fire code official shall act in accordance with Section 111.2 of the *International Fire Code*.

[F] 703.3 Maintenance. The required fire-resistance rating of fire-resistance-rated construction, including walls, firestops, shaft enclosures, partitions, smoke barriers, floors, fire-resistive coatings and sprayed fire-resistant materials applied to structural members and joint systems, shall be maintained. Such elements shall be visually inspected annually by the owner and repaired, restored or replaced where damaged, altered, breached or penetrated. Records of inspections and repairs shall be maintained. Where concealed, such elements shall not be required to be visually inspected by the owner unless the concealed space is accessible by the removal or movement of a panel, access door, ceiling tile or entry to the space. Openings made therein for the passage of pipes, electrical conduit, wires, ducts, air transfer and any other reason shall be protected with approved methods capable of resisting the passage of smoke and fire. Openings through fire-resistance-rated assemblies shall be protected by self- or automatic-closing doors of approved construction meeting the fire protection requirements for the assembly.

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[F] 703.3.1 Fire blocking and draft stopping. Required fire blocking and draft stopping in combustible concealed spaces shall be maintained to provide continuity and integrity of the construction.

[F] 703.3.2 Smoke barriers and smoke partitions. Required smoke barriers and smoke partitions shall be maintained to prevent the passage of smoke. Openings protected with approved smoke barrier doors or smoke dampers shall be maintained in accordance with NFPA 105.

[F] 703.3.3 Fire walls, fire barriers, and fire partitions. Required fire walls, fire barriers and fire partitions shall be maintained to prevent the passage of fire. Openings protected with approved doors or fire dampers shall be maintained in accordance with NFPA 80.

[F] 703.4 Opening protectives. Opening protectives shall be maintained in an operative condition in accordance with NFPA 80. The application of field-applied labels associated with the maintenance of opening protectives shall follow the requirements of the approved third-party certification organization accredited for listing the opening protective. Fire doors and smoke barrier doors shall not be blocked or obstructed, or otherwise made inoperable. Fusible links shall be replaced whenever fused or damaged. Fire door assemblies shall not be modified.

[F] 703.4.1 Signs. Where required by the code official, a sign shall be permanently displayed on or near each fire door in letters not less than 1 inch (25 mm) high to read as follows:

1. For doors designed to be kept normally open: FIRE DOOR – DO NOT BLOCK.
2. For doors designed to be kept normally closed: FIRE DOOR – KEEP CLOSED.

[F] 703.4.2 Hold-open devices and closers. Hold-open devices and automatic door closers shall be maintained. During the period that such a device is out of service for repairs, the door it operates shall remain in the closed position.

[F] 703.4.3 Door operation. Swinging fire doors shall close from the full-open position and latch automatically. The door closer shall exert enough force to close and latch the door from any partially open position.

[F] 703.5 Ceilings. The hanging and displaying of salable goods and other decorative materials from acoustical ceiling systems that are part of a fire-resistance-rated horizontal assembly shall be prohibited.

[F] 703.6 Testing. Horizontal and vertical sliding and rolling fire doors shall be inspected and tested annually to confirm operation and full closure. Records of inspections and testing shall be maintained.

[F] 703.7 Vertical shafts. Interior vertical shafts, including stairways, elevator hoistways and service and utility shafts, which connect two or more stories of a building shall be enclosed or protected as required in Chapter 11 of the *International Fire Code*. New floor openings in existing buildings shall comply with the *International Building Code*.

[F] 703.8 Opening protective closers. Where openings are required to be protected, opening protectives shall be maintained self-closing or automatic-closing by smoke detection. Existing fusible-link-type automatic door-closing devices shall be replaced if the fusible link rating exceeds 135°F (57°C).

SECTION 704
FIRE PROTECTION SYSTEMS

[F] 704.1 Inspection, testing and maintenance. Fire detection, alarm and extinguishing systems, mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in accordance with the *International Fire Code* in an operative condition at all times, and shall be replaced or repaired where defective.

[F] 704.1.1 Installation. Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required systems shall be extended, altered or augmented as necessary to maintain and continue protection where the building is altered or enlarged. Alterations to fire protection systems shall be done in accordance with applicable standards.

[F] 704.1.2 Required fire protection systems. Fire protection systems required by this code, the *International Fire Code* or the *International Building Code* shall be installed, repaired, operated, tested and maintained in accordance with this code. A fire protection system for which a design option, exception or reduction to the provisions of this code, the *International Fire Code* or the *International Building Code* has been granted shall be considered to be a required system.

[F] 704.1.3 Fire protection systems. Fire protection systems shall be inspected, maintained and tested in accordance with the following *International Fire Code* requirements.

1. Automatic sprinkler systems, see Section 903.5.
2. Automatic fire-extinguishing systems protecting commercial cooking systems, see Section 904.12.5.
3. Automatic water mist extinguishing systems, see Section 904.11.
4. Carbon dioxide extinguishing systems, see Section 904.8.
5. Carbon monoxide alarms and carbon monoxide detection systems, see Section 915.6.
6. Clean-agent extinguishing systems, see Section 904.10.
7. Dry-chemical extinguishing systems, see Section 904.6.
8. Fire alarm and fire detection systems, see Section 907.8.
9. Fire department connections, see Sections 912.4 and 912.7.
10. Fire pumps, see Section 913.5.
11. Foam extinguishing systems, see Section 904.7.
12. Halon extinguishing systems, see Section 904.9.

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13. Single- and multiple-station smoke alarms, see Section 907.10.
14. Smoke and heat vents and mechanical smoke removal systems, see Section 910.5.
15. Smoke control systems, see Section 909.20.
16. Wet-chemical extinguishing systems, see Section 904.5.

[F] 704.2 Standards. Fire protection systems shall be inspected, tested and maintained in accordance with the referenced standards listed in Table 704.2 and as required in this section.

TABLE 704.2
FIRE PROTECTION SYSTEM MAINTENANCE STANDARDS

SYSTEM	STANDARD
Portable fire extinguishers	NFPA 10
Carbon dioxide fire-extinguishing system	NFPA 12
Halon 1301 fire-extinguishing systems	NFPA 12A
Dry-chemical extinguishing systems	NFPA 17
Wet-chemical extinguishing systems	NFPA 17A
Water-based fire protection systems	NFPA 25
Fire alarm systems	NFPA 72
Smoke and heat vents	NFPA 204
Water-mist systems	NFPA 750
Clean-agent extinguishing systems	NFPA 2001

[F] 704.2.1 Records. Records shall be maintained of all system inspections, tests and maintenance required by the referenced standards.

[F] 704.2.2 Records information. Initial records shall include the: name of the installation contractor; type of components installed; manufacturer of the components; location and number of components installed per floor; and manufacturers' operation and maintenance instruction manuals. Such records shall be maintained for the life of the installation.

[F] 704.3 Systems out of service. Where a required fire protection system is out of service, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, either the building shall be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shutdown until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and shall not have duties beyond performing constant patrols of the protected premises and keeping watch for fires. Actions shall be taken in accordance with Section 901 of the *International Fire Code* to bring the systems back in service.

[F] 704.3.1 Emergency impairments. Where unplanned impairments of fire protection systems occur, appropriate emergency action shall be taken to minimize potential injury and damage. The impairment coordinator shall implement the steps outlined in Section 901.7.4 of the *International Fire Code*.

[F] 704.4 Removal of or tampering with equipment. It shall be unlawful for any person to remove, tamper with or otherwise disturb any fire hydrant, fire detection and alarm system, fire suppression system or other fire appliance required by this code except for the purposes of extinguishing fire, training, recharging or making necessary repairs.

[F] 704.4.1 Removal of or tampering with appurtenances. Locks, gates, doors, barricades, chains, enclosures, signs, tags and seals that have been installed by or at the direction of the fire code official shall not be removed, unlocked, destroyed or tampered with in any manner.

[F] 704.4.2 Removal of existing occupant-use hose lines. The fire code official is authorized to permit the removal of existing occupant-use hose lines where all of the following apply:

1. The installation is not required by the *International Fire Code* or the *International Building Code*.
2. The hose line would not be utilized by trained personnel or the fire department.
3. The remaining outlets are compatible with local fire department fittings.

[F] 704.4.3 Termination of monitoring service. For fire alarm systems required to be monitored by the *International Fire Code*, notice shall be made to the fire code official whenever alarm monitoring services are terminated. Notice shall be made in writing by the provider of the monitoring service being terminated.

[F] 704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign mounted on the street front or on the side of the building. Such sign shall have the letters "FDC" not less than 6 inches (152 mm) high and words in letters not less than 2 inches (51 mm) high or an arrow to indicate the location. Such signs shall be subject to the approval of the fire code official.

[F] 704.5.1 Fire department connection access. Ready access to fire department connections shall be maintained at all times and without obstruction by fences, bushes, trees, walls or any other fixed or movable object. Access to fire department connections shall be approved by the fire chief.

Exception: Fences, where provided with an access gate equipped with a sign complying with the legend requirements of Section 912.5 of the *International Fire Code* and a means of emergency operation. The gate and the means of emergency operation shall be approved by the fire chief and maintained operational at all times.

[F] 704.5.2 Clear space around connections. A working space of not less than 36 inches (914 mm) in width, 36 inches (914 mm) in depth and 78 inches (1981 mm) in height shall be provided and maintained in front of and to the sides of wall-mounted fire department connections and around the circumference of free-standing fire department connections.

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[F] 704.6 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 704.6.1 through 704.6.3.

[F] 704.6.1 Where required. Existing Group I-1 and R occupancies shall be provided with single-station smoke alarms in accordance with Sections 704.6.1.1 through 704.6.1.4. Interconnection and power sources shall be in accordance with Sections 704.6.2 and 704.6.3.

Exceptions:

1. Where the code that was in effect at the time of construction required smoke alarms and smoke alarms complying with those requirements are already provided.
2. Where smoke alarms have been installed in occupancies and dwellings that were not required to have them at the time of construction, additional smoke alarms shall not be required provided that the existing smoke alarms comply with requirements that were in effect at the time of installation.
3. Where smoke detectors connected to a fire alarm system have been installed as a substitute for smoke alarms.

[F] 704.6.1.1 Group R-1. Single- or multiple-station smoke alarms shall be installed in all of the following locations in Group R-1:

1. In sleeping areas.
2. In every room in the path of the *means of egress* from the sleeping area to the door leading from the *sleeping unit*.
3. In each story within the *sleeping unit*, including basements. For *sleeping units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.2 Groups R-2, R-3, R-4 and I-1. Single- or multiple-station smoke alarms shall be installed and maintained in Groups R-2, R-3, R-4 and I-1 regardless of *occupant load* at all of the following locations:

1. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of bedrooms.
2. In each room used for sleeping purposes.
3. In each story within a *dwelling unit*, including *basements* but not including crawl spaces and uninhabitable attics. In *dwellings* or *dwelling units* with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

[F] 704.6.1.3 Installation near cooking appliances. Smoke alarms shall not be installed in the following locations unless this would prevent placement of a smoke alarm in a location required by Section 704.6.1.1 or 704.6.1.2.

1. Ionization smoke alarms shall not be installed less than 20 feet (6096 m) horizontally from a permanently installed cooking appliance.
2. Ionization smoke alarms with an alarm-silencing switch shall not be installed less than 10 feet (3048 mm) horizontally from a permanently installed cooking appliance.
3. Photoelectric smoke alarms shall not be installed less than 6 feet (1829 mm) horizontally from a permanently installed cooking appliance.

[F] 704.6.1.4 Installation near bathrooms. Smoke alarms shall be installed not less than 3 feet (914 mm) horizontally from the door or opening of a bathroom that contains a bathtub or shower unless this would prevent placement of a smoke alarm required by Section 704.6.1.1 or 704.6.1.2.

[F] 704.6.2 Interconnection. Where more than one smoke alarm is required to be installed within an individual *dwelling* or *sleeping unit*, the smoke alarms shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm. The alarm shall be clearly audible in all bedrooms over background noise levels with all intervening doors closed.

Exceptions:

1. Interconnection is not required in buildings that are not undergoing *alterations*, repairs or construction of any kind.
2. Smoke alarms in existing areas are not required to be interconnected where *alterations* or repairs do not result in the removal of interior wall or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for interconnection without the removal of interior finishes.

[F] 704.6.3 Power source. Single-station smoke alarms shall receive their primary power from the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source.

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3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing *alterations* or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or *basement* available that could provide access for building wiring without the removal of interior finishes.

[F] 704.6.4 Smoke detection system. Smoke detectors listed in accordance with UL 268 and provided as part of the building's fire alarm system shall be an acceptable alternative to single- and multiple-station smoke alarms and shall comply with the following:

1. The fire alarm system shall comply with all applicable requirements in Section 907 of the *International Fire Code*.
2. Activation of a smoke detector in a dwelling or sleeping unit shall initiate alarm notification in the *dwelling* or *sleeping unit* in accordance with Section 907.5.2 of the *International Fire Code*.
3. Activation of a smoke detector in a *dwelling* or *sleeping unit* shall not activate alarm notification appliances outside of the *dwelling* or *sleeping unit*, provided that a supervisory signal is generated and monitored in accordance with Section 907.6.6 of the *International Fire Code*.

[F] 704.7 Single- and multiple-station smoke alarms. Single- and multiple-station smoke alarms shall be tested and maintained in accordance with the manufacturer's instructions. Smoke alarms that do not function shall be replaced. Smoke alarms installed in one- and two-family dwellings shall be replaced not more than 10 years from the date of manufacture marked on the unit, or shall be replaced if the date of manufacture cannot be determined.

SECTION 705
CARBON MONOXIDE ALARMS AND DETECTION

[F] 705.1 General. Carbon monoxide alarms shall be installed in dwellings in accordance with Section 1103.9 of the *International Fire Code*, except that alarms in dwellings covered by the *International Residential Code* shall be installed in accordance with Section R315 of that code.

[F] 705.2 Carbon monoxide alarms and detectors. Carbon monoxide alarms and carbon monoxide detection systems shall be maintained in accordance with NFPA 720. Carbon monoxide alarms and carbon monoxide detectors that become inoperable or begin producing end-of-life signals shall be replaced.

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BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Rantoul Family Sports Complex Year End Report	DEPARTMENT: Recreation
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. 2021 Year End Report for Board Meeting Final	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Luke A. Humphrey	VILLAGE ADMINISTRATOR Scott Eisenhauer

RANTOUL Family Sports Complex

Year-end Review | December 2021

2021 Numbers-at-a-Glance

- 32 major events hosted over 28 weekends (800+ Visitors)
- 6,000 estimated visitor days per-weekend
- 70,000 estimated hotel overnights
- $250 per-day average visitor spending in our community
- 30 weeks of adult and youth league play
- 21 Rantoul youth teams/programs played at RFSC

EVENTS THAT PUT US ON THE MAP

US Youth Soccer Midwest League

- Premier Athletes that are looking at recruitment
- 50 teams total
- 6 states represented
- 100% from out of town

USA Baseball

- Hosted by Game Day USA
- Tryout session for US National Team
- 200+ athletes here during the week
- Ended with a 60+ team tournament
- National Recognition
- Weekday event

PBR Baseball

- Hosted by Rock Tournaments
- Premier Athletes that are looking at recruitment
- National recognition
- Weekday event
- Ended with a 70 team tournament

Connect Sports Marketplace

The 2021 Sales Plan was designed to connect with tournament organizers by attending conferences that would put RFSC in front of organizers, program directors, and coaches. Ryan attended Connect Sports Marketplace in August to start conversations about our new facility with Regional and National Tournament Owners/Organizers. During Connect, Ryan met with 55 organizers from baseball to ultimate frisbee. Meetings with the IGBL Football Association, AAU, and US Quidditch have shown promise to possibly host large events in coming years. Connect also provides destinations and organizers the opportunity for continued education, networking, and industry keynote presentations.

American Baseball Coaches Assoc.

In January 2022, Rantoul Recreation staff will attend the Annual ABCA Convention. ABCA is hosting their annual meeting in Chicago, Il. The convention will give staff the opportunity to meet and promote the facility to coaches from all over the United States. Because this convention is in the Midwest, RFSC expects many coaches from Illinois and the Midwest to attend. Competing facilities from Illinois and surrounding states will be in attendance, as well as RFSC partners such as Game Day USA, PBR, BSN Sports, and Rock Tournaments.

United Soccer Coaches Convention

Conveniently both ABCA and USCC are taking place in the Midwest in January of 2022. Rantoul Recreation staff will attend the Annual United Soccer Coaches Convention in Kansas City. Like the American Baseball Coaches Annual Convention, USCC will provide RFSC the opportunity to meet with coaches from all over the United States, particularly coaches from the Midwest regions. RFSC hopes to use these unique opportunities to add more tournament weekends and teams to existing tournaments.

2022 Sports & Events

7	4	34	45
Leads	Pending	Weekends	Booked

300,000
Estimated visitors

2021-2022 Sales Plan

The Rantoul Sports Complex is the premier sports facility for recreational and competitive athletics in downstate Illinois. The mission is to provide a safe, fun, and state-of-the-art facility that will attract visitors, engage residents, and encourage new development for the Village of Rantoul and Champaign County.

- Connect with the sports market segment through face-to-face meetings, phone calls, and email communication.
- Work closely with Visit Champaign County to schedule tournaments and other large-scale events.
- Maintain quality relationships with area attractions, hotels, and businesses to engage locals and visitors.
- Attend and host quarterly meetings that engage the sports community within Champaign County.
- Increase complex revenue by increasing the number of advertisers physically at the complex and online through our website
- Increase advertiser and sponsor recognition through activations at events

FROM THE DIRECTOR

Our first year at the Rantoul Family Sports Complex should be considered a great success for the community of Rantoul and Champaign County.

Thousands of visitors passed through our gates to compete, cheer, play, exercise, and eat (or have you NOT tried funnel cake fries yet!?). After a few short months we started to see the impact on our community. Long lines at restaurants, full hotel parking lots, and whispers of increased tax revenue through tourism dollars.

Our first year was not without struggle. COVID-19 continued to influence our facility and its success. Delays in supply, illness, and policies proposed a unique challenge for us. Staff struggled with minimal training due to unfinished areas. Illness caused staffing shortages. Policies cancelled a few events and kept others from booking with us. However, our team found the positives of the situation life put us in. Unable to utilize UIUC Rec Fields, Illinois Lacrosse and Rugby joined us for important home games. We also hosted the JW Eater Middle School Promotion, and brought back a hosted evening of outdoor fun for both JW Eater and Pleasant Acres.

Our first year was a success, but as we put this behemoth to bed for a few months, there is no time for a break. Marketing and Sales will take a front seat over the next few months to bring more teams to our current events and to add more events and tournament weekends. Our community movie nights, Halloween Event, and Open Gym Nights were welcomed by the community, so we're planning to add many more unique events for all! And not just sports. Stay tuned.

Thank you to our supporters, sponsors, athletes, and all of our annual visitors!

Ryan Reid
Director of Sports Operations

SOCIAL MEDIA STATISTICS

- 3.5k Likes on Facebook & Instagram
- 60.6k Page Reaches
- 30% Champaign County
- Predominately 35-44 years of age
- 61% Female | 39% Male

Best Performing Posts

3/28/21 - Ephesus Lights Launch with Drone Video

- 35.5k reached
- 6.9k clicks
- 141 hours video watched
- 2.6k shares/ comments

4/16/21 - Opening Day

- 16.8k Reached
- 2.4k clicks

6/20/21 - MLB Hall of Famer at RFSC

- 30.5k reached
- 3.2k clicks
- 2.6k shares/comments

Photo credit to Ashish Desai

Social Media Statistics

Media & Community Impact

Some of our best performing social media posts were from our community-related events. Our "Open Gym" evenings and "Movies at the Park" had great reactions and curated many Likes, comments, and Shares.

Another impressive social media highlight is our promotion of the community outside of the complex. Posting about new business, our community maps, and other events had many positive reactions.

Movies at the Park

Reported Apr-Nov 2021

People Reached	5,000
Post Engagements	1,500
Reactions/Likes	250

We're Hiring

January 2021

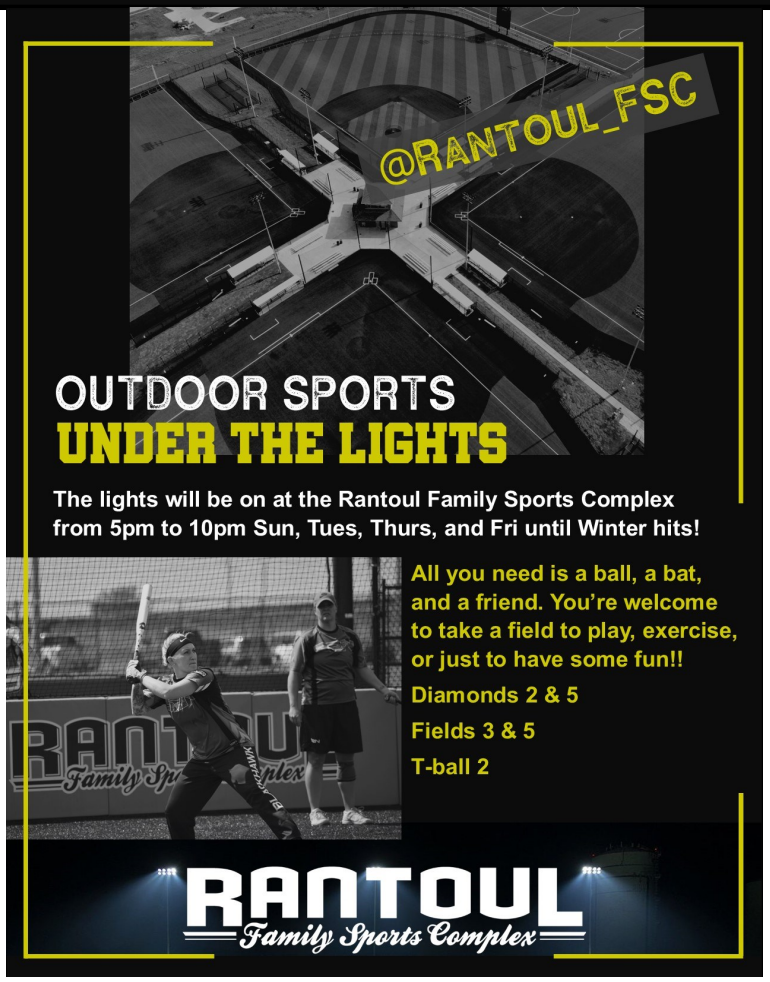
People Reached	2,500
Post Engagements	300
Reactions/Likes	40

Community Promotion (combined)

Reported Apr-Nov 2021

People Reached	43,500
Post Engagements	4,000
Reactions/Likes	1,230

*Community promotions include posts about the Fringe, our map program, "What to do Weds," RACC Events, new business openings Rec. Dept. updates & Rush Softball/Baseball Promotion



Community Open Gym & Thanksgiving Family-Play Promotion

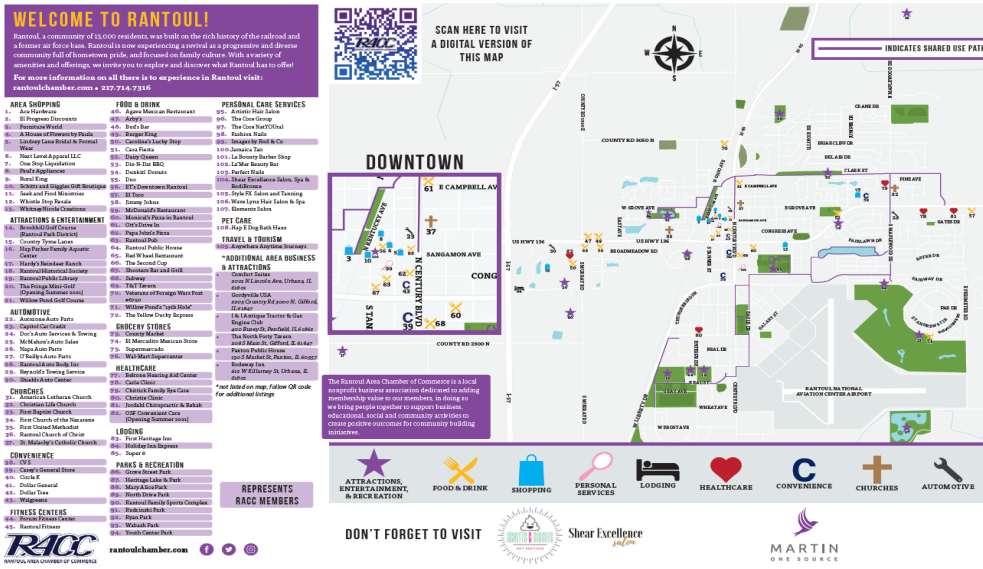
September & November 2021

People Reached	11,800
Post Engagements	182
Reactions/Likes	70

Community Engagement

Community Maps

RACC teamed up with RFSC to create a community map. These maps highlight many area businesses that travelers and locals may be interested in for various needs. The front of the map features the Village of Rantoul and area business, while the back of the map features the Rantoul Family Sports Complex and an advertisement by our map sponsor, the City of Paxton.



Marketing with LNW Media Group

Rantoul local Mike Lykins, the owner of LNW Media Group, has provided amazing photos for a handful of events. Our biggest need was promotional material before the complex was complete. To avoid stock images we contacted LNW to assist. With Mike's photos we created billboards, banners, and signage. All using Rantoul athletes. More photos are planned for the future and we hope to feature Rantoul youth, adults, and adaptative athletes!

Thank you to all of our advertisers, sponsors, and supporters. We're excited for 2022 and beyond! Please join us for more leagues, tournaments, and other fun opportunities 2022 will bring!

-Rantoul Recreation Department-

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to Pass Resolution No. 02-22-1357, A RESOLUTION AUTHORIZING TEMPORARY CLOSING OF STATE RIGHT-OF-WAY FOR ANNUAL COMMUNITY EVENTS (Fourth of July Parade/Celebration)	DEPARTMENT: Public Works
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. 02-22-1357 Resolution - Authorizing Road Closings for Parade Routes 2. IDOT - Temporarily Road Closings 121916	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda item seeks to comply with the Illinois Department of Transportation (IDOT) Region 3, District 5 requirements regarding State highway closings for community celebrations and parades. In 2017, the general requirements were updated to require individual resolutions, and a comprehensive general liability policy, for those parades in which State Route 45 or Route 136 are closed (July 4th Parade). The coverage is to be at least $1,000,000 per person and $2,000,000 aggregate, and it is to include IDOT, its officials, employees, and agents. Event sponsor's policies will need to comply with this IDOT requirement.

For a community event such as Rantoul Township High School Homecoming, in which the State Route is only being crossed (and as long as police officers are controlling traffic to allow traffic to pass through in a timely manner), no resolution or additional insurance is required.

The requested resolution will be for the following community activity:

- Village of Rantoul Fourth of July Parade (7/04/2022) – Route 136 from Maplewood Drive to Grove Avenue and then crossing Route 136 at Fredrick Street.

The other scheduled community events crossing a State Route:

- Rantoul Township High School Homecoming Parade (9/30/2022) – Crosses Route 45 at Congress Avenue and Route 45 at Grove Avenue.
- Chamber of Commerce Christmas Parade (12/02/2022) – Crosses Route 45 at Sangamon Avenue.

RECOMMENDED ACTION: Authorize the approval of Resolution 02-22-1357 for the 2022 community celebration (Fourth of July Parade), which requires the temporary closing of State Route 45 and/or State Route 136.

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR
Jacob D. McCoy, P.E.	Scott Eisenhauer

RESOLUTION NO. 03-22-1357

A RESOLUTION
REGARDING TEMPORARY CLOSING OF STATE RIGHT-OF-WAY
FOR ANNUAL COMMUNITY EVENTS

WHEREAS, the Village of Rantoul, Champaign County Illinois (the **"Village"**) sponsors parades, road races festivals and other such events which constitute a public purpose; and

WHEREAS, many of these events such as the Fourth of July Parade, the RTHS Homecoming Parade and the Chamber of Commerce Christmas Parade are held on State rights-of-way which will require the temporary closures of said highways; and

WHEREAS, Section 4-408 of the Illinois Highway Code (605 ILCS 5/1-101 et. seq.) authorizes the State of Illinois Department of Transportation (**"IDOT"**) to issue permits to local authorities to temporarily close portions of State Highways for such public purposes,

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

Section 1. The President and Board of Trustees of the Village hereby request an annual permit allowing the temporary closure of state highways for the purpose of conducting various parades, road races, festivals and other such events. By receiving an annual permit, the Village will be required to notify IDOT in writing approximately ten (10) days in advance of all road closures so that all emergency agencies will be notified of the proposed event.

Section 2. (a) That traffic from the closed portion of any state highway shall be detoured over routes with an all-weather surface that can accept that anticipated traffic, which will be maintained to the satisfaction of IDOT and which is conspicuously marked for the benefit of traffic diverted from such state highway, except as provided in Subsections (b) and (c) hereof.

(b) That when a marked detour is not provided, police officers or authorized flaggers shall, at the expense of the Village, be positioned at each end of the closed section of such state highway and at other points as may be necessary to assist in directing traffic through the temporary detour.

(c) That when any state highway is closed for less than 15 minutes, police officers, at the expense of the Village, shall stop traffic for a period not to exceed fifteen (15) minutes and an occasional break shall be made in the procession so that traffic may pass through.

Section 3. That the Village assumes full responsibility for the direction, protection and regulation of the traffic during the time any such detour is in effect.

Section 4. That all debris shall be removed by the Village prior to reopening the state highway.

Section 5. That the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

Section 6. That the Village herby agrees to assume all liabilities and pay all claims for any damage which shall be occasioned by the closing described above and to hold harmless the State of Illinois from all claims arising from any requested closing of any state highway.

Section 7. That the Village Clerk is hereby directed to forward a copy of this resolution to IDOT, District 5 Bureau of Operations, 13473 IL Hwy. 133, P.O. Box 610, Paris, Illinois 61944-0610 to serve as authorization for the Village to request state highway closures through December 31, 2021.

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

PASSED this 8th day of February, 2022.

_____
Village Clerk

APPROVED this 8th day of February, 2022.

_____
Charles Smith
Village President

Illinois Department of Transportation
Office of Highways Project Implementation / Region 3 / District 5
13473 IL Highway 133 / P.O. Box 610 / Paris, Illinois 61944

ODP-1-D-2
Champaign County

December 19, 2016 Rec. 1-3-17

Mr. Charles Smith
President, Village of Rantoul
333 South Tanner Street
Rantoul, Illinois 61866

Dear Mr. Smith:

Section 4-408 of the Illinois Highway Code authorizes the Department to issue permits to local authorities to temporarily close to traffic any portion of a State highway for any public purpose or for any temporary needs of a local governmental agency, such as parades and local celebrations. District policy requires local agency requests to be processed via a standard resolution form and signed by the mayor or board president, or certified by the village clerk as an official action of the local governmental agency.

The resolution for such events has recently been updated and will now be required for each event. The attached resolution shall be used for any future requests to close a State highway for local celebrations or other planned local agency needs.

The local agency will also be required to provide a copy of a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of $1,000,000 per person and $2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds, and which protects them from all claims arising from the requested road closing.

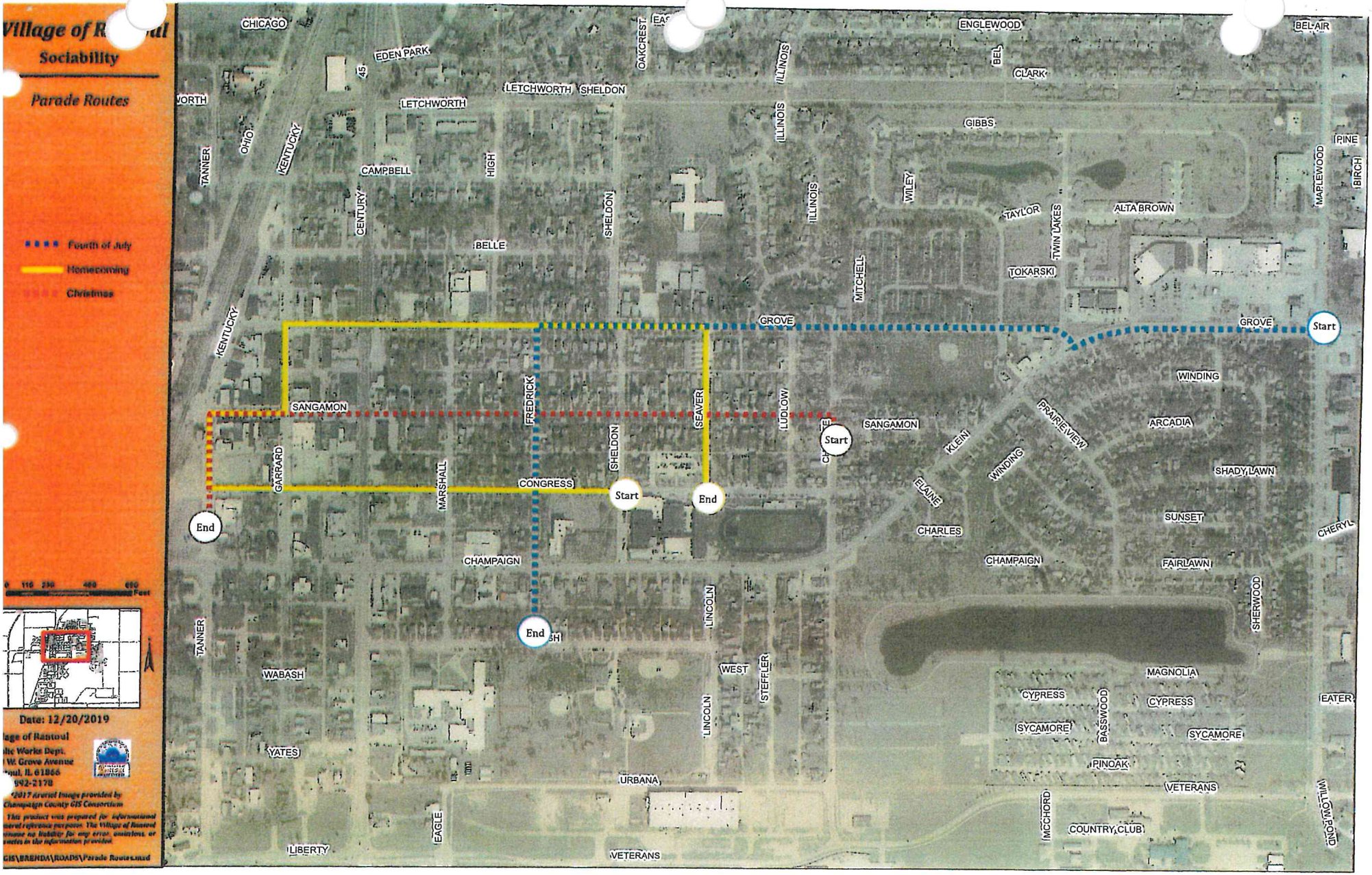
Temporary road closures shall not exceed a four (4) hour period. Road closures which will exceed four (4) hours must be requested separately and submitted at least thirty (30) days prior to the event to allow for a more extensive review by the District.

If you have any questions or concerns regarding this matter please contact our Permits Technician, Mr. Josh Lowry, at telephone number 217-466-7231 in Paris, Illinois.

Sincerely,

Kensil A. Garnett, P.E.
Region Three Engineer

JCL
Attachment


Village of Rantoul
Sociability
Parade Routes
Fourth of July
Homecoming
Christmas
Date: 12/20/2019
CHICAGO
EDEN PARK
LETCHWORTH
SHELDON
OAKCREST
ILLINOIS
ENGLEWOOD
BEL-AIR
CLARK
GIBBS
PINE
MAPLEWOOD
BIRCH
TANNER
OHIO
KENTUCKY
CAMPBELL
HIGH
CENTURY
BELLE
WILEY
TAYLOR
ALTA BROWN
TWIN LAKES
TOKARSKI
MITCHELL
GROVE
Start
WINDING
SANGAMON
FREDRICK
SEAVER
LUDLOW
PRAIRIEVIEW
ARCADIA
KLEIN
SHADY LAWN
GARRARD
MARSHALL
CONGRESS
End
ELAINE
CHARLES
SUNSET
CHERYL
CHAMPAIGN
FAIRLAWN
SHERWOOD
LINCOLN
WABASH
WEST
STEFFLER
MAGNOLIA
CYPRESS
SYCAMORE
BASSWOOD
PINOAK
VETERANS
YATES
URBANA
EAGLE
LIBERTY
MCCHORD
COUNTRY CLUB
WILLOW POND

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Motion to Pass Resolution No. 02-22-1358, A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH URBANA & CHAMPAIGN SANITARY DISTRICT (Nutrient Assessment and Reduction Plan)	DEPARTMENT: Public Works
DATE: February 1, 2022	AMOUNT:
ATTACHMENTS: 1. 02-22-1358 Resolution - Authorizing Intergovernmental Agreement with UCSD (NARP) 2. UCSD - Village of Rantoul Intergovernmental Agreement 020822	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda Item provides for an Intergovernmental Agreement between the Village of Rantoul (VILLAGE) and Urbana & Champaign Sanitary District (UCSD). UCSD and the VILLAGE each operate under a National Pollution Discharge Elimination System Permit (NPDES); and the United States Environmental Protection Agency has mandated UCSD and the VILLAGE to develop a Nutrient Assessment and Reduction Plan (NARP); and the purpose of the NARP is to identify phosphorous reductions and other measures needed to help ensure the dissolved oxygen and aquatic life criteria are met throughout the watershed; and the UCSD's Northeast Facility and the VILLAGE's treatment plants discharge into a watershed that is tributary to the Salt Fork.

The NARP requirement for each of the PARTIES involves the study of the same watershed; and PARTIES desire to enter into an Intergovernmental Agreement for purposes of hiring an Engineer to perform the studies necessary for the NARP and assist in meeting the NARP requirements. The PARTIES, thru mutual agreement utilizing a qualification-based review process, have selected Donohue & Associates to perform the NARP study.

RECOMMENDED ACTION: Authorize the approval for the Intergovernmental

Agreement between the Village of Rantoul and Urbana & Champaign Sanitary District (UCSD) for the Nutrient Assessment and Reduction Plan (NARP).	
DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer

RESOLUTION NO. 03-22-1358

A RESOLUTION
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RANTOUL AND URBANA & CHAMPAIGN SANITARY DISTRICT
(Nutrient Assessment and Reduction Plan regarding NPDES Permit)

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **"Corporate Authorities"**) of the Village of Rantoul, Champaign County, Illinois (the **"Village"**) at which this Resolution is adopted, the form of a certain Intergovernmental Agreement Regarding a requirement by the U.S. EPA for a Nutrient Assessment and Reduction Plan related to the Village's NPDES Permit (the **"Agreement"**) by and between the Village and the Urbana & Champaign Sanitary District (the **"District"**).

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

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

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

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

PASSED this 8th day of February, 2022.

_____
Village Clerk

APPROVED this 8th day of February, 2022.

_____
Village President

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, "IGA") made and entered into this 1st day of February, 2022, by and between the URBANA & CHAMPAIGN SANITARY DISTRICT, a municipal corporation, hereinafter referred to as "UCSD", and the VILLAGE OF RANTOUL, hereinafter referred to as "VILLAGE", (collective, the "PARTIES").

WITNESSETH:

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

WHEREAS, UCSD and the VILLAGE each operate under a National Pollution Discharge Elimination System Permit (hereinafter, "NPDES"); and

WHEREAS, the United States Environmental Protection Agency has mandated UCSD and the VILLAGE to develop a Nutrient Assessment and Reduction Plan (hereinafter, "NARP"); and

WHEREAS, the purpose of the NARP is to identify phosphorous reductions and other measures needed to help ensure the dissolved oxygen and aquatic life criteria are met throughout the watershed; and

WHEREAS, UCSD's Northeast Facility and the VILLAGE's treatment plants discharge into a watershed that is tributary to the Salt Fork; and

WHEREAS, the NARP requirement for each of the PARTIES involves the study of the same watershed; and

WHEREAS, the PARTIES desire to enter into an Intergovernmental Agreement for purposes of hiring an Engineer to perform the studies necessary for the NARP and assist in meeting the NARP requirements.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

A. The foregoing recitals are made a part of this agreement.

B. The PARTIES thru mutual agreement utilizing qualification based review process have selected Donohue & Associates hereinafter referred to as "ENGINEER", to perform the NARP study.

C. The PARTIES agree to designate one representative from their agency to serve as their liaison for the NARP study. Contact information for that representative shall be provided to the ENGINEER and PARTIES.

D. The PARTIES agree to work cooperatively together to provide the data requested by the ENGINEER for the NARP study.

E. The PARTIES shall have at least one representative participate in all meetings related to the NARP study as scheduled by the ENGINEER.

F. The PARTIES shall review all NARP study documents prepared by the ENGINEER. The PARTIES shall provide revisions and comments from their review to the ENGINEER. The final NARP study document shall be mutually approved by the PARTIES.

G. The PARTIES agree to the schedule below for the completion of the NARP study.

- Executed Engineering Services Agreement – February 1, 2022
- NARP Draft Report- June 30, 2023
- NARP Final Report October 30, 2023

H. A separate NARP study will be prepared by the ENGINEER for UCSD's Southwest Treatment Plant (SWP) since it is not tributary to the Salt Fork watershed. The UCSD SWP NARP study shall not be subject to this IGA.

I. The PARTIES shall jointly execute an engineering services agreement with the ENGINEER for the NARP study. Each of the PARTIES shall be responsible for a prorated portion of the ENGINEER's fee. Each PARTIES portion shall be based upon the ratio of each treatment facility's design average daily flow. The ENGINEER shall invoice each of the PARTIES separately for their portion of the ENGINEER's fee.

J. Notice given hereunder shall be given to:

UCSD at:
Executive Director
Urbana & Champaign San. Dist.
P. O. Box 669
Urbana, IL 61803

Village at:
Director of Public Works
Village of Rantoul
P. O. Box 38
Rantoul, IL 61866

Notice shall be deemed effective:

1. If given by First Class Mail, four (4) days after placement with the U.S. Postal Service if placed in a properly addressed and stamped envelope.

2. If given by facsimile, the day after transmission if the sender's facsimile machine provides a printed receipt that the recipient's machine received the transmission.

3. If given by courier service, the day after delivery if the courier service provides, whether in hardcopy or electronically, a receipt stating that delivery was made.

K. In the event a party to this Agreement defaults (the "Defaulting Party") on any of its obligations provided in this Agreement, the parties (the "Non-Defaulting Parties") shall have the right to give the Defaulting Party notice of any such default. All Notices of Default shall be in writing, describe the nature of the default and specify the paragraph of this Agreement or the exhibit designation and paragraph therein claimed to be in default. The Defaulting Party shall have seven (7) calendar days in which to (i) cure the default, (ii) provide a written statement to the Non-Defaulting Parties which explains why the Defaulting Party is not in default; or (iii) provide the Non-Defaulting Parties with a reasonable timetable in which to cure the default if the same cannot be cured within the said seven (7) calendar-day period.

L. In the event of a dispute between the parties regarding any terms provided for in this Agreement or any exhibit attached hereto and made a part hereof or the performance of any obligation provided for in this Agreement, the parties shall meet face-to-face in an effort to resolve their dispute. If such face-to-face resolution effort fails, the parties to this Agreement shall agree to and shall participate in good faith in mediation. Should mediation fail, either party shall have the right to file and maintain an action in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois seeking the relief which the filing party deems appropriate. Any dispute regarding the construction, interpretation or application of any term contained in this Agreement or any exhibit appended hereto and any breach hereof shall be governed by the laws of the State of Illinois and City of Urbana ordinances.

M. This Agreement shall become effective on February, 1, 2022 and shall be operative until December 31, 2023 unless terminated by any party giving the other parties ninety (90) days advance notice of the termination in writing.

N. Modifications. Neither this Agreement nor any provisions hereof may be changed, revised, modified, waived, discharged, terminated or otherwise abrogated, diminished or impaired other than by an instrument in writing duly authorized and executed by both PARTIES. Any amendments to the Agreement, whether as modifications to the existing terms and conditions hereof or as additions hereto, shall be reduced to writing and shall become effective only when signed by the PARTIES.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

URBANA & CHAMPAIGN
SANITARY DISTRICT

By:_____
President

ATTEST:

By:_____
Clerk

APPROVED AS TO FORM:

_____
UCSD Attorney

SEAL

VILLAGE OF RANTOUL:

By:_____
Mayor

ATTEST:

By:_____
Clerk

APPROVED AS TO FORM:

_____
City Attorney

SEAL

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Engineering Agreement with Donohue & Associates, Inc for the Wastewater Nutrient Assessment Reduction Plan Study in the amount of $27,010.00	DEPARTMENT: Public Works
DATE: February 1, 2022	AMOUNT: $27,010.00
ATTACHMENTS: 1. Donohue & Associates, Inc Engineering Agreement - NARP 030822	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda item provides for an engineering agreement with Donohue & Associates, Inc. (Donohue) in the amount of $27,010.00 for the development of the Wastewater Nutrient Assessment Reduction Plan Study (Project).

The Village of Rantoul (VILLAGE) and Urbana & Champaign Sanitary District (UCSD) each operate under a National Pollution Discharge Elimination System Permit (NPDES); and the United States Environmental Protection Agency has mandated UCSD and the VILLAGE to develop a Nutrient Assessment and Reduction Plan (NARP); and the purpose of the NARP is to identify phosphorous reductions and other measures needed to help ensure the dissolved oxygen and aquatic life criteria are met throughout the watershed; and the UCSD's Northeast Facility and the VILLAGE's treatment plants discharge into a watershed that is tributary to the Salt Fork; and the NARP requirement for each of the PARTIES involves the study of the same watershed; and PARTIES desire to enter into an Intergovernmental Agreement for purposes of hiring an Engineer to perform the studies necessary for the NARP and assist in meeting the NARP requirements.

The PARTIES thru mutual agreement utilizing qualification-based review process have selected Donohue & Associates to perform the NARP study.

This item is included in the FY22 budget.

RECOMMENDED ACTION: Authorize the approval for an engineering agreement with Donohue & Associates, Inc. in the amount of $27,010.00 for the development of the Wastewater Nutrient Assessment Reduction Plan Study (Project).	
DEPARTMENT HEAD APPROVAL Jacob D McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer

DONOHUE

ENGINEERING SERVICES AGREEMENT

Nutrient Assessment Reduction Plan Study (Project)

This Agreement is by and between:

Village of Rantoul (Owner)
333 South Tanner Street
Rantoul, IL 61866

and

Donohue & Associates, Inc. (Donohue)
1605 South State Street
Suite 1C
Champaign, IL 61820

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By: Craig W. Brunner

Printed Name: Craig W. Brunner

Title: President

Date: January 17, 2022

PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING

A. PROJECT DESCRIPTION

The Village of Rantoul and the Urbana & Champaign Sanitary District (UCSD) desire to retain Donohue to prepare the Nutrient Assessment Reduction Plan as required by their NPDES permits. The developed NARP will serve to satisfy the NPDES requirements for the Village of Rantoul East STP, the UCSD Southwest Plant, and the UCSD Northeast Plant.

The overall study envisions two phases of work as follows:

Phase 1

- Data Mining, Analysis & Monitoring Plan
- Preliminary Watershed Characterization
- Stakeholder Engagement
- Monitoring Program
- NARP Strategy and Workplan

Phase 2

- Water Quality Models and Targets
- Watershed Management Scenarios
- Implementation Plan and Schedule
- Finalize NARP Documents

Donohue is planning to perform the Phase 1 tasks only under this agreement. Phase 2 scope and fee, if needed, will be negotiated after completion of the Phase 1 tasks. Both UCSD and Rantoul will perform the bulk of the laboratory testing, with the exception of the chlorophyll α testing.

The following is a detailed listing of tasks for the proposed scope of services.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

Task 1 – Data Mining, Analysis and Monitoring Plan

The project team will assimilate and synthesize data relevant to both watersheds and the impaired stream segments. Data sources and some initially compiled resources include:

- Plant operation and instream water quality data collected by the USCD and Village of Rantoul
- Academic research projects and applicable data related to the receiving waterbodies
- Data from local, State and Federal agencies (i.e., Illinois EPA and USGS data available in the watersheds, including stations downstream of the POTWs)
- 2018 Upper Kaskaskia River TMDL
- 2016 Water Quality Analysis of the Kaskaskia River Watershed
- 2007 Watershed Implementation Plan for the Upper Salt Fork of the Vermilion River

A data gap analysis will be performed based on the synthesized data in the context of (i) defining site specific water quality targets, and (ii) understanding if historical/existing data are sufficient to verify that an impairment does indeed exist and (iii) define preliminary insights into the impairment causes.

It is important to determine if adequate data are available to justify an impairment or define the watershed and segment as high eutrophication risk (May-October). Relevant water quality parameters include chlorophyll α, pH, dissolved oxygen, and phosphorus. In some cases, the Illinois EPA expects that NARP requirements be lifted for some POTWs during initial data mining/analysis stages of a study.

Based on the results of the data mining and gap analysis, a focused monitoring (data collection) plan will be developed. This monitoring plan shall be focused on data collection from May – October 2022 to fill gaps, support impairment verification, and guide model requirements and completion of the NARP study in Phase 2. It will clearly define any additional monitoring needs to further evaluate eutrophication risk.

A meeting with Illinois EPA staff will be facilitated to discuss results of the data mining and the monitoring plan. The plan will be modified to address Illinois EPA input and comments.

Task 2 – Preliminary Watershed Characterization

A preliminary watershed characterization will be performed for both watersheds. This task is important to understand the watershed and its hydrology, water quality dynamics, and identify potential sources and causes of impairments. This is also recommended to engage the relevant and appropriate stakeholders early in the process. Characterization is also necessary for water quality and hydrology models and calibration, as well as guiding an informed implementation plan in Phase 2.

The watershed characterization activities will include the following:

- Watershed and subwatershed delineation using LIDAR
- Climate
- Surficial geology
- Soils (runoff, erosion etc.)
- Hydrology and streamflow
- Water quality (relevant to NARP)
- Landuse/landcover/agricultural setting
- Potential nonpoint sources (general screening)
- Potential point sources

Task 3 – Stakeholder Engagement

Should eutrophication risk indicators remain high upon completion of Task 1, dialogue with stakeholders will be initiated. The project team will compile a list for each of the watersheds and put together a recommended strategy for working with and engaging the various stakeholders based on our experience in watershed planning and our local network. If the monitoring (Task 4) is necessary

prior to finalizing the eutrophication risk designation with the Illinois EPA, we may recommend waiting for the completion of Task 4 prior to engaging certain stakeholders.

The project team will however reach out to the Salt Fork Steering Committee and others in the Kaskaskia watershed such as the Kaskaskia Watershed Association (KWA). It is our understanding that the Salt Fork Steering Committee is a primary stakeholder and will participate in an initial kickoff meeting. Their input will be solicited throughout Phase 1 and Phase 2 of the NARP study.

In addition to existing and active groups, stakeholder engagement may be expanded to others critical to a successful implementation plan:

- State and County Farm Bureau(s)
- County Soil and Water Conservation Districts (SWCD) and the Natural Resources Conservation Service (NRCS)
- Environmental groups such as Prairie Rivers Network and urban residents
- Agricultural industry groups such as the Illinois Fertilizer and Chemical Association or Illinois Corn Growers
- Institutions of higher education and researchers

Depending on how the project progresses, we may also engage non-profit organizations with existing programs and resources to help treatment plants build and maintain a working stakeholder group and facilitate water quality trading. One such group is the Sand County Foundation which has received funding through the Walton Family Foundation to form municipal/agricultural partnerships and agreements to meet NARP requirements.

Task 4 – Monitoring Program

If existing data is inadequate to make a risk determination and/or to support cost-effective modeling and implementation planning, the monitoring program will be executed based on feedback from the Illinois EPA and relevant stakeholders.

It is important that the program occur from May through October 2022. The specific scope and budget will be finalized and presented to USCD and Rantoul.

The preliminary monitoring scope is outlined below:

1. Monitoring at up to six stations, one above and below each of the three treatment plant outfalls:
    a. Data loggers for stream stage, dissolved oxygen, pH, temperature, and chlorophyll-a.
    b. Bi-weekly or monthly sampling for stream flow, nutrients, field parameters (DO, ORP, EC, temperature, pH) and data logger upload/calibration/maintenance.
    c. Other data that may be important for instream water quality models and simulations.

A monitoring report will be produced at the conclusion of the period in October 2022 to support the finalization of the NARP Strategy and Workplan.

Task 5 – NARP Strategy and Workplan

The NARP Strategy and Workplan will be developed based on the results of Task 1-4 and input from the Illinois EPA.

The NARP Strategy and Workplan will include the following components and serve as the basis for the approach, scope and costs for Phase 2.

- Background and executive summary of Phase 1
- Strategy to establish water quality targets (adopt INSAC guidelines or pursue site-specific)
- Water quality and watershed modeling strategy and scope
- Approach to identify and evaluate nutrient management scenarios and alternatives
- Implementation plan outline to achieve water quality targets
- Definition of deliverables based on Illinois EPA input

Depending on Phase 1 results, it will be determined whether there are regulatory advantages, efficiencies and cost-benefits to pursue one or multiple NARPs to capture the NPDES permit requirements.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. Donohue will submit deliverables according to the following schedule, assuming a February 1, 2022 Notice to Proceed date from the Village:

   a. Task 1: Data Mining, Analysis & Monitoring Plan – February to March, 2022
   b. Task 2: Preliminary Watershed Characterization – April to June, 2022
   c. Task 3: Stakeholder Engagement – February 2022 to May 2023
   d. Task 4: Monitoring Program – May to October, 2022
   e. Task 5: NARP Strategy and Workplan – May to December, 2022

2. Donohue's services under this Agreement will be considered complete when Donohue has delivered to Owner the Final NARP Strategy and Workplan deliverable defined under Scope of Services.

PART II
OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.

2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments. In addition, furnish any available historical water quality and flow data in digital format. The Owner shall provide any relevant or available GIS data and assists with data mining where appropriate.

3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.

4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

5. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

PART III
COMPENSATION, BILLING AND PAYMENT

A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed $27,010.

B. Donohue will bill Owner monthly, with net payment due in 30 days.

C. Donohue will notify Owner if Project scope changes require modifications/amendments to this Agreement and the above-stated contract value. Donohue shall provide to the Owner a written Amendment to this Agreement outlining the proposed scope changes and the cost of the proposed scope changes for Owner's review and approval. Services relative to the scope changes will not be initiated without a signed Amendment from Owner.

D. Laboratory testing will be completed by the UCSD and Village of Rantoul laboratories or by an outside laboratory. Fees for these testing services are not included in Donohue's fee and will be paid for separately by the District or the Village of Rantoul.

E. The overall fee includes an $85,000 expense for the Monitoring Program that covers the estimated costs for the following items:

   i. Monitoring at up to six stations, one above and below each of the three treatment plant outfalls which will consist of data loggers for stream stage, dissolved oxygen, pH, temperature, and chlorophyll α at an estimated cost of $80,000.
   ii. Additional laboratory costs for chlorophyll α to calibrate the instream monitoring data loggers at an estimated cost of $5,000.

F. It is acknowledged that the Village of Rantoul and the UCSD are partnering on this project through an intergovernmental agreement that is separate from this agreement.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars ($250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

UCSD and Village of Rantoul NARP Study
2022 Fee Estimate Summary
Donohue & Associates

Task Description	PM	Proc Eng	Principal Geoscientist	Watershed Specialist	Water Qual Modeler	Geol/Env Engineer	Hydrogeol Hydrologist	Env Scientist	Total Hours	Total Labor	Expense	Total Cost	Subtotals
	$ 240	$ 200	$ 140	$ 140	$ 200	$ 125	$ 95	$ 65					
Phase 1													$ 184,690
Task 1: Data Mining, Analysis & Monitoring Plan	16	4	20	24	1	16	48	24	153	$ 19,120	$ 500	$ 19,620	
Task 2: Preliminary Watershed Characterization	2	4	5	12	-	6	2	40	71	$ 7,200	$ 750	$ 7,950	
Task 3: Stakeholder Engagement	12	12	12	60	-	-	-	-	96	$ 15,360	$ 2,500	$ 17,860	
Task 4: Monitoring Program	16	24	70	30	4	40	30	110	324	$ 38,440	$ 85,000	$ 123,440	
Task 5: NARP Strategy and Workplan	24	4	20	35	4	-	-	4	91	$ 15,320	$ 500	$ 15,820	
Phase 2 scope and fee - if needed - will be determined at the completion of Phase 1													
Phase 2													$ -
Task 6: Water Quality Models and Targets									-	$ -		$ -	
Task 7: Watershed Management Scenarios									-	$ -		$ -	
Task 8: Implementation Plan and Schedule									-	$ -		$ -	
Task 9: Finalize NARP Documents									-	$ -		$ -	
Total	70	48	127	161	9	62	80	178	735	$ 95,440	$ 89,250	$ 184,690	$ 184,690
Total Labor Dollars by Staff	$ 16,800	$ 9,600	$ 17,780	$ 22,540	$ 1,800	$ 7,750	$ 7,600	$ 11,570				TOTAL	$ 184,700

Rantoul Contribution **$27,010**

UCSD NEP and SWP Contribution **$157,690**

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Change Order One for the Phase Two Property Release Application with Burns & McDonnell in the amount of $19,864.00	DEPARTMENT: Public Works
DATE: February 1, 2022	AMOUNT: $19,864.00
ATTACHMENTS: 1. Change Order One - Burns McDonnell 030822	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda item provides for Change Order One with Burns & McDonnell for the additional effort in navigating and completing the Phase Two property release application through the Illinois Division of Aeronautics (IDA) and with the Federal Aviation Administration (FAA).

The Village initially contracted with Burns & McDonnell in 2018 to assist in converting a limited number of properties from “aeronautical-use” to “concurrent-use” and the release of other parcels which could then be sold. This project started in November 2018. Originally, the scope of services was to be completed in December of 2019. The review by the State Historic Preservation Office (SHPO) has caused a significant delay in the processing of this request, an unexpected 16+ months of delay. During that time, new guidance was released by the FAA that is required to complete these requests. Specifically, the following tasks listed in the attachment under Scope of Services were additional and/or extended due to the delay. This change order attempts to reflect the additional man-hours and costs for this effort, which were above and beyond the original scope of work.

A detailed memo, along with a copy of the original agreement, is provided for reference. The change order for the additional work is in the amount $19,864.00.

RECOMMENDED ACTION: Authorize the approval of change order One in the amount

of $19,864.00 with Burns & McDonnell to complete the Phase Two property release process.	
DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer

BURNS McDONNELL

November 23, 2021

Mr. Carson Vericker
Rantoul National Aviation Center
Village of Rantoul
6 Aviation Center Drive
Rantoul, IL 61866

Re: Airport Property Release Group 2 Supplement Request

Dear Mr. Vericker:

The Village of Rantoul has identified the next group of parcels within the boundary of the Rantoul National Aviation Center that are not necessary for current or future airport operations, are under-utilized, do not contribute to the airport financially or operationally, and are a drain on the Village's resources. Burns & McDonnell has been supporting the Village of Rantoul's application to the Illinois Division of Aeronautics (IDA) and the Federal Aviation Administration (FAA) to release the *second group* of these parcels from the airport property. To date we've exceeded our originally authorized funding and are requesting a supplement to complete the release of these parcels. The following is an explanation of the additional scope, which is the basis for our request.

Scope of Services

Burns & McDonnell is presenting this proposal for aviation planning and environmental services for the continued support of this endeavor. This project started in November 2018. Originally the scope of services was to be completed in December of 2019. The review by SHPO has caused a significant delay in the processing of this request, an unexpected 16+ months of delay. During that time, new guidance has been released by the FAA that is required to complete these requests. Specifically, the following tasks were additional and/or extended due to the delay.

- Develop a project schedule that is acceptable to the Village, FAA and the Division's release process.
- Additional calls with the IDA, FAA and the Village to facilitate coordination, update progress and determine where we were in the process.
- Prepare documents to submit to IHPA through the IDOT WebESR for historic clearances for buildings that are not part of the Chanute Historic District (A2c-3a, A2c-7:1,A2c-7:2, A2b-1, and A1b-6).
- A Condensed Environmental Assessment (CEA) was prepared, but FAA would not review prior to SHPO determination. Environmental clearances need to be refreshed prior to resubmittal to FAA. We'll then respond to IDA and FAA draft comments and submit final CEA.
- Develop and submit FAA Part 163 Determination. This is a requirement for NEPA review that was not applicable when original Scope of Services was developed.
- Assemble revised land release packet in accordance FAA Order 5190.6B, FAA Airport Compliance Manual. Coordinate with IDA and FAA to submit the application package and respond to subsequent comments and questions.
- Respond to any comments or questions during the Federal Registry process.
- Complete any necessary work for the FAA to sign off on the parcel release.

Compensation

Burns & McDonnell proposes to perform these services on a not to exceed time and materials basis for Nineteen Thousand Eight Hundred Sixty-four and 00/100 Dollars ($19,864.00). An estimate of labor hours associated with this scope is included in Attachment 2. Burns & McDonnell will not exceed this amount without prior written approval of the Village of Rantoul. Per the original agreement, dates November 20, 2018, Burns & McDonnell annually adjusts its Schedule of Hourly Rates for Professional Services, with the new rates shown in Attachment 2. This fee is based on the assumptions and clarifications indicated below.

Assumptions and Clarifications

The proposed fee is based on the following:

- The fee is based upon the release of the second group of the parcels as shown in Attachment 1. The additional group(s) are not included in this proposal. The group includes 13 parcels – A1b-6, A2b-1, A2b-2, A2c-3c, 802, A2d-1, A2d-2, A2c-7:1, A2c-7:2, A2b-3a, A1b-3:2, A2c-3a and A2c-3b.
- Updating of surveys, plats of survey, and appraisals is not included in this proposal.
- No further protracted delays on the part of public agencies are anticipated, or included in this proposal.

Authorization

The Scope of Services was performed under the Original Terms and Conditions for Professional Services. If this is satisfactory, please sign and date this document and return one signed copy to us. We appreciate the opportunity to serve the Village and look forward to your favorable response and approval. Please call if you have any questions or require additional information regarding this proposal.

Sincerely,

Brian Quinlan, PE
Project Manager

Village of Rantoul

By:_____

Title:_____

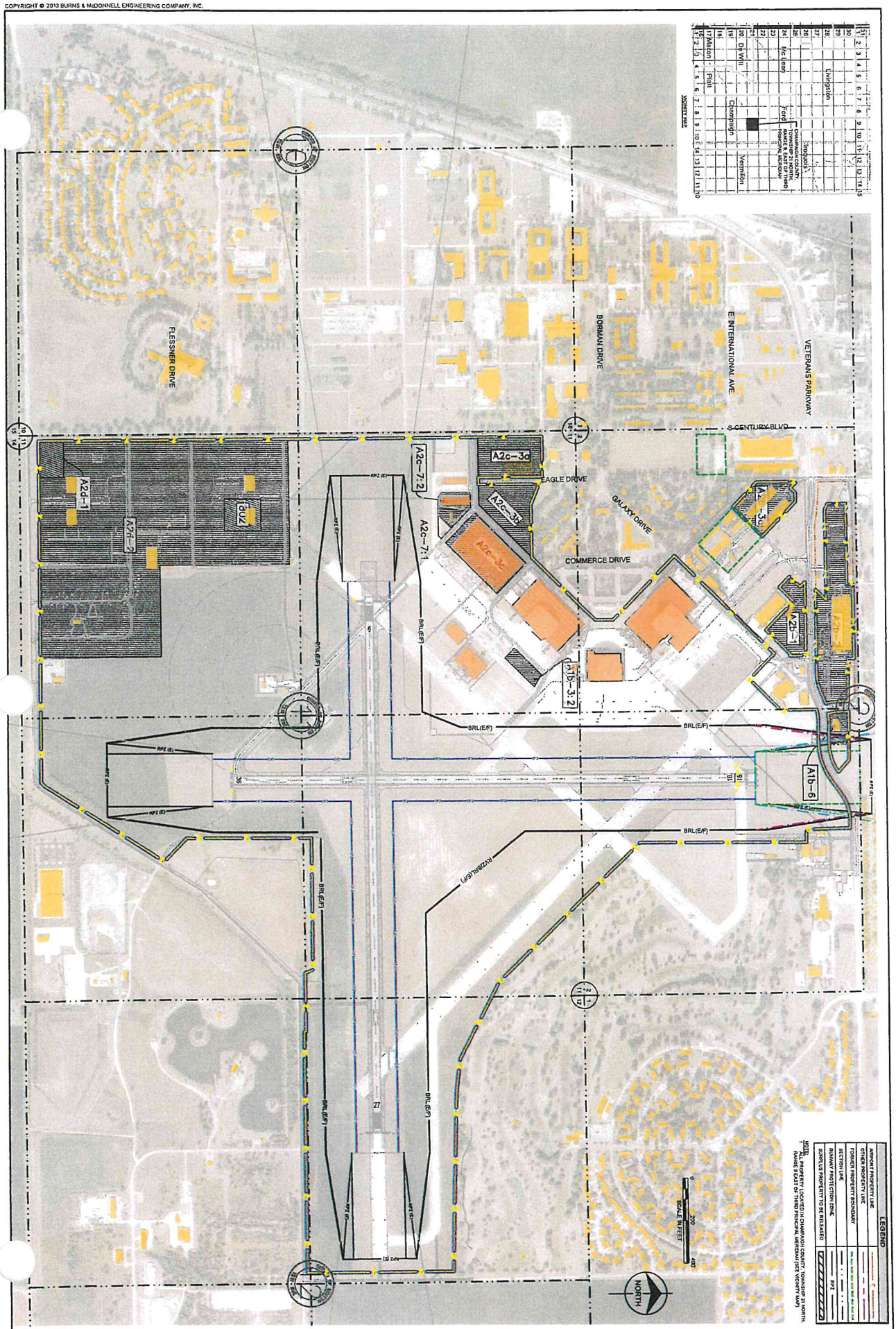
Date:_____

Enclosure:

cc: Burns & McDonnell File

ATTACHMENT 1

COPYRIGHT © 2013 BURNS & McDONNELL ENGINEERING COMPANY, INC.



Sheet	AIRPORT PROPERTY MAP SPONSOR'S PROPOSED ACTION PARCEL RELEASE PHASE 2	checked by: DGH designed by: RWC drawn by: BAH date: 4-20-2013	RANTOUL NATIONAL AVIATION CENTER FRANK ELLIOTT FIELD RANTOUL, ILLINOIS			
1 of 14				1	PROPERTY BOUNDARY REVISIONS	08-17-2015	BQ/BH
				no.	revisions	date	by

Summary of Parcel Status - Rantoul National Aviation Center

FIRST GROUP OF PROPOSED PARCELS FOR RELEASE WITH POTENTIAL BUYER IDENTIFIED			
TRACT	PURPOSE	OBJECTIVE	CURRENT DEED STATUS
A3a	Non-Aeronautical	Release	Conveyed to Village
A3b	Non-Aeronautical	Release	Conveyed to Village
A2c-8	Non-Aeronautical	Release	Conveyed to Village
A1b-3:1	Non-Aeronautical	Release	Conveyed to Village
A1b-4	Non-Aeronautical	Release	Conveyed to Village
A1b-2:1	Non-Aeronautical	Release	Conveyed to Village

PROPOSED PARCELS FOR RELEASE WITH IN SECOND GROUP			
A2c-7:1	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2b-1	Non-Aeronautical	Release	Conveyed to Village
A2b-2	Non-Aeronautical	Release	Conveyed to Village
A2d-1	Non-Aeronautical	Release	Conveyed to Village
A2d-2	Non-Aeronautical	Release	Conveyed to Village
802	Non-Aeronautical	Release	Conveyed to Village
A2c-7:2	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2c-3c	Non-Aeronautical	Release	Conveyed to Village
A1b-6	Non-Aeronautical	Split & Release Portion Outside RPZ	Conveyed to Village
A2b-3a	Non-Aeronautical	Release	Conveyed to Village
A2c-3a	Non-Aeronautical	Release	Conveyed to Village
A1b-3:2	Non-Aeronautical	Release	Conveyed to Village
A2c-3b	Non-Aeronautical	Release	Conveyed to Village

GET A SPECIAL EVENT PASS INSTEAD OF CONCURRENT USE PARCELS			
A1b-1:1	Non-Aeronautical	Special Event Pass	Conveyed to Village
A1b-2	Non-Aeronautical	Special Event Pass	Conveyed to Village
A1b-1	Non-Aeronautical	Special Event Pass	Conveyed to Village
PARCELS TO KEEP			
A1b-3	Non-Aeronautical	Roadways Around Airport	Conveyed to Village

ATTACHMENT 2

Village of Rantoul
Airport Property Release - Phase 2 Supplement
November 22, 2021

Estimate of Manhours					
Task No.	Task Description	Senior Project Engr./Mngr.	Senior Engineer/ Architect	Clerical	Summary of Hours
1.0	**Project Management**				
	Prepare Client Invoices		2		2
	Monthly Conference Calls and Meeting Minutes	1	4		5
	Agency & Client Coordination.		12		12
2.0	**Condensed Environmental Assessment**				
	Update D-CE to submit to FAA	1	7		8
	Response from IDOA and FAA Comments	1	8		9
3.0	**Part 163 Submittal**				
	Completion of Part 163 Submittal (Spring 2021)		22		22
4.0	**Exhibit A Update**				
	Address Additional Comments		4		4
5.0	**Land Release Packet**				
	Update of Land Release Packet	1	12		13
	Response to IDOA Comments		6		6
	Response to FAA Comments		4		4
	Final Submittal		2		2
Manhour Totals		**4**	**83**	**0**	**87**

Labor					
	Hourly Rates	$235.00	$228.00	$126.00	
	Cost	$940.00	$18,924.00	$0.00	
Total Labor Cost					**$19,864.00**

Direct Costs					
	None				
Total Expenses Cost					**$0.00**
					$19,864.00

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$63.00
Technician *	6	$79.00
Assistant *	7	$93.00
	8	$126.00
	9	$149.00
Staff *	10	$169.00
	11	$186.00
Senior	12	$206.00
	13	$228.00
Associate	14	$235.00
	15	$239.00
	16	$241.00
	17	$244.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

5. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

6. The rates shown above are effective for services through December 31, 2022, and are subject to revision thereafter.

Form BMR22-3A

Village of Rantoul

Public Works
200 W. Grove Avenue
Rantoul, IL 61866

Phone 217.892.6526
Fax 217.892.6527

ATTACHMENT 3

BMcD
LEGAL
DOCUMENT

Village of Rantoul
Public Works
200 W. Grove Avenue
Rantoul, IL 61866
Phone 217.892.6526
Fax 217.892.6527

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Parcel Release – Phase 2

Date of Letter, Proposal, or Agreement: October 31, 2008

Client: Rantoul National Aviation Center – Village of Rantoul

Client Signature: _____

1. SCOPE OF SERVICES

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

2. PAYMENTS TO BMCD

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

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

3. INSURANCE

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

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

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

4. INDEMNIFICATION

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

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY– LIMITATION OF REMEDIES

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

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

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

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

6. PERIOD OF SERVICE AND SCHEDULE

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

7. COMPUTER PROGRAMS OR MODELS

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

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

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

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

9. DOCUMENTS

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

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents

(continued on reverse side)

BMcD
LEGAL
DOCUMENT
Public Works
200 W. Grove Avenue
Rantoul, IL 61866
Ph 217.892.6526
Fax 217.892.6527

that Client possesses or will obtain permission and necessary rights in copyrights, patents, or other proprietary rights and will be responsible for infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and designs provided by For/through Client (including prepared for Client by others) for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

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

11. POLLUTION

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

12. ON-SITE SERVICES

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

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

13. CHANGES

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

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated lump sum or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

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

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

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

16. WITNESS FEES

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

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

17. CONTROLLING LAW AND VENUE

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

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

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

19. ENTIRE CONTRACT

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

20. SEVERABILITY

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

- END -

Ref

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM PAGE____OF____

ITEM: Engineering Services to Prepare an Airport Property Release Application - Phase 2	DEPARTMENT: Public Works - Aviation
AGENDA SECTION:	AMOUNT: $43,137.00
ATTACHMENTS: ( ) ORDINANCE ( ) RESOLUTION (X) OTHER (See Summary Highlights) ( ) SUPPORTING DOCUMENTS	DATE: November 27, 2018

SUMMARY HIGHLIGHTS:

This Agenda Item provides for an engineering service agreement with Burns & McDonnell to prepare an airport property release application and provide the necessary support during the release process through the Illinois Division of Aeronautics (IDA) and with the Federal Aviation Administration (FAA). Once released, the properties will offer a wider range of use and /or be able to be sold.

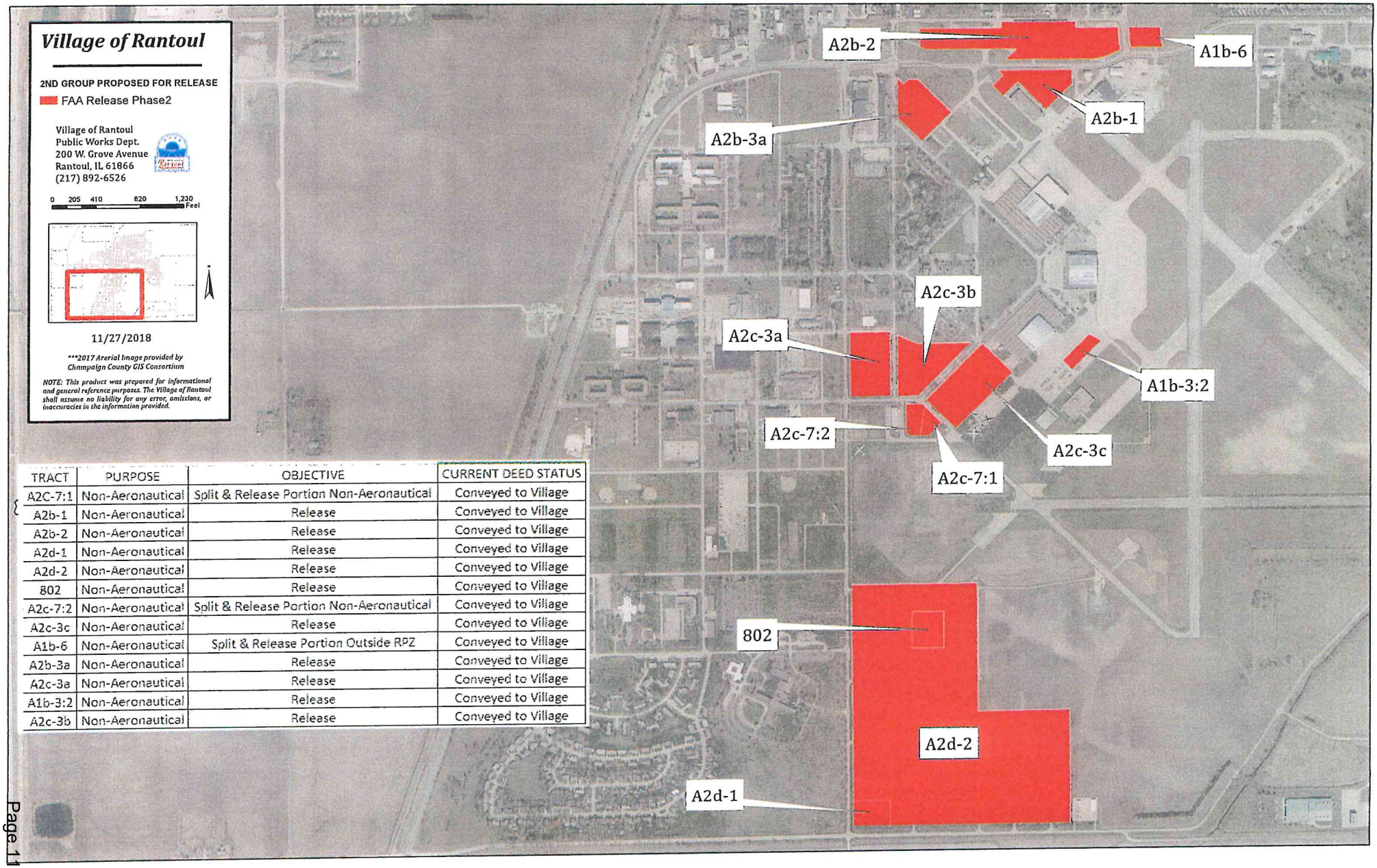
The parcels which are identified on the attached drawing and include the following: A1b-6, A2b-1, A2b-2, A2c-3c, 802, A2d-1, A2d-2, A2c-7:1, A2c-7:2, A2b-3a, A1b-3:2, A2c-3a and A2c-3b.

The initial release process (phase 1) was completed in early November 2018. Phase 2 provides additional parcels of property which fall within the boundary of the Rantoul National Aviation Center which are not necessary for current or future airport operations. The release of these parcels will streamline the sale process of airport properties, some of which already have potential buyers.

Proposals were received from the current and previous airport engineers. The proposal with Burns & McDonnell is in the amount of $43,137.00.

RECOMMENDED ACTION: Authorize the approval of an engineering service agreement in the amount of $43,137.00 with Burns & McDonnell to support an airport property release application (Phase 2).

DEPARTMENT HEAD APPROVAL: Eric Vences G. Gregory Hazel, P.E. gh	VILLAGE ADMINISTRATOR: Scott Eisenhauer



TRACT	PURPOSE	OBJECTIVE	CURRENT DEED STATUS
A2C-7:1	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2b-1	Non-Aeronautical	Release	Conveyed to Village
A2b-2	Non-Aeronautical	Release	Conveyed to Village
A2d-1	Non-Aeronautical	Release	Conveyed to Village
A2d-2	Non-Aeronautical	Release	Conveyed to Village
802	Non-Aeronautical	Release	Conveyed to Village
A2c-7:2	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2c-3c	Non-Aeronautical	Release	Conveyed to Village
A1b-6	Non-Aeronautical	Split & Release Portion Outside RPZ	Conveyed to Village
A2b-3a	Non-Aeronautical	Release	Conveyed to Village
A2c-3a	Non-Aeronautical	Release	Conveyed to Village
A1b-3:2	Non-Aeronautical	Release	Conveyed to Village
A2c-3b	Non-Aeronautical	Release	Conveyed to Village

BURNS McDONNELL

November 20, 2018

Mr. Eric Vences
Rantoul National Aviation Center
Village of Rantoul
6 Aviation Center Drive
Rantoul, IL 61866

Re: Airport Property Release Group 2 Services Proposal

Dear Mr. Vences:

The Village of Rantoul has identified the next group of parcels within the boundary of the Rantoul National Aviation Center that are not necessary for current or future airport operations, are under-utilized, do not contribute to the airport financially or operationally, and are a drain on the Village's resources. In order to provide revenue and reduce maintenance costs to the airport, Burns & McDonnell is supporting the Village of Rantoul's application to the Illinois Division of Aeronautics (IDA) and the Federal Aviation Administration (FAA) to release the *second group* of these parcels from the airport property and sell them to the identified buyers. The subject parcels are identified in Attachment 1 – Parcel Release Phase 2.

Scope of Services

Burns & McDonnell is presenting this proposal for aviation planning and environmental services in support of this endeavor. The first group the parcels were released in November 2018. The second group of parcels to be released have identified potential buyers for some of the parcels. The proposal includes the release of A1b-6, A2b-1, A2b-2, A2c-3c, 802, A2d-1, A2d-2, A2c-7:1, A2c-7:2, A2b-3a, A1b-3:2, A2c-3a and A2c-3b. The Village has presented these parcels and descriptions to the FAA at a meeting in the FAA office and received preliminary concurrence on their release. Specifically, the following tasks are expected to complete the application package for the above parcels, submit to the IDA and FAA, and ultimately release these parcels from Federal obligations.

- Develop a project schedule that is acceptable to the Village, FAA and the Divisions' release process.
- Monthly & weekly conference calls with the IDA, FAA and the Village to facilitate coordination, update progress and keep the schedule on track.
- Prepare documents to submit to IHPA through the IDOT WebESR for historic clearances for buildings that are not part of the Chanute Historic District (A2c-3a, A2c-7:1,A2c-7:2, A2b-1, and A1b-6).
- Prepare documents for the FAA to submit to the Illinois Historic Preservation for the transfer of the covenants for the parcels that are part of the Chanute Historic District (A2c-3c, A2b-3c).
- Prepare a Condensed Environmental Assessment (CEA), respond to IDA and FAA draft comments and submit final CEA.
- Update Airport Layout Plan, prepare summary of changes of ALP for FAA review. Respond to Division and FAA comments.
- Revise the airport property boundary lines, property map table and legal descriptions in the Exhibit A property map and respond to Division and FAA comments.
- Assemble revised land release packet in accordance FAA Order 5190.6B, FAA Airport Compliance Manual. Coordinate with IDA and FAA to submit the application package and respond to subsequent comments and questions.
- Respond to any comments or questions during the Federal Registry process.
- Complete any necessary work for the FAA to sign off on the parcel release.

Compensation

Burns & McDonnell proposed to perform these services on a not to exceed time and materials basis for Forty Three Thousand One Hundred Thirty Seven and 00/100 Dollars ($43,137.00). And estimate of man hours associated with this scope is included in Attachment 2. Burns & McDonnell will not exceed this amount without prior written approval of the Village of Rantoul. This fee is based on the assumptions and clarifications indicated below.

1431 Opus Place \ Suite 400 \ Downers Grove, IL 60515
O 630-724-3200 \ F 630-724-3201 \ burnsmcd.com

Assumptions and Clarifications

The proposed fee is based on the following:

- The fee is based upon the release of the second group of the parcels as shown in Attachment 1. The additional group(s) are not included in this proposal. The group includes 13 parcels – A1b-6, A2b-1, A2b-2, A2c-3c, 802, A2d-1, A2d-2, A2c-7:1, A2c-7:2, A2b-3a, A1b-3:2, A2c-3a and A2c-3b.
- Updating of surveys, plats of survey, and appraisals is not included in this proposal.

Authorization

The Scope of Services was performed under the Terms and Conditions for Professional Services included as an Attachment to this proposal. If this is satisfactory, please sign and date this document and return one signed copy to us. We appreciate the opportunity to serve the Village and look forward to your favorable response and approval. Please call if you have any questions or require additional information regarding this proposal.

Sincerely,

Brian Quinlan, PE
Project Manager

Village of Rantoul

By:_____

Title:_____

Date:_____

Enclosure: Attachment 1 – Parcel Release Phase 2 – Table & Figure
Attachment 2 – Professional Services Billing Rates
Attachment 3 – Professional Services Agreement

cc: Burns & McDonnell File

ATTACHMENT 1

COPYRIGHT © 2013 BURNS & McDONNELL ENGINEERING COMPANY, INC.

Summary of Parcel Status - Rantoul National Aviation Center

FIRST GROUP OF PROPOSED PARCELS FOR RELEASE WITH POTENTIAL BUYER IDENTIFIED			
TRACT	PURPOSE	OBJECTIVE	CURRENT DEED STATUS
A3a	Non-Aeronautical	Release	Conveyed to Village
A3b	Non-Aeronautical	Release	Conveyed to Village
A2c-8	Non-Aeronautical	Release	Conveyed to Village
A1b-3:1	Non-Aeronautical	Release	Conveyed to Village
A1b-4	Non-Aeronautical	Release	Conveyed to Village
A1b-2:1	Non-Aeronautical	Release	Conveyed to Village

PROPOSED PARCELS FOR RELEASE WITH IN SECOND GROUP			
A2c-7:1	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2b-1	Non-Aeronautical	Release	Conveyed to Village
A2b-2	Non-Aeronautical	Release	Conveyed to Village
A2d-1	Non-Aeronautical	Release	Conveyed to Village
A2d-2	Non-Aeronautical	Release	Conveyed to Village
802	Non-Aeronautical	Release	Conveyed to Village
A2c-7:2	Non-Aeronautical	Split & Release Portion Non-Aeronautical	Conveyed to Village
A2c-3c	Non-Aeronautical	Release	Conveyed to Village
A1b-6	Non-Aeronautical	Split & Release Portion Outside RPZ	Conveyed to Village
A2b-3a	Non-Aeronautical	Release	Conveyed to Village
A2c-3a	Non-Aeronautical	Release	Conveyed to Village
A1b-3:2	Non-Aeronautical	Release	Conveyed to Village
A2c-3b	Non-Aeronautical	Release	Conveyed to Village

GET A SPECIAL EVENT PASS INSTEAD OF CONCURRENT USE PARCELS			
A1b-1:1	Non-Aeronautical	Special Event Pass	Conveyed to Village
A1b-2	Non-Aeronautical	Special Event Pass	Conveyed to Village
A1b-1	Non-Aeronautical	Special Event Pass	Conveyed to Village
PARCELS TO KEEP			
A1b-3	Non-Aeronautical	Roadways Around Airport	Conveyed to Village

ATTACHMENT 2

Village of Rantoul
Airport Property Release - Phase 2
November 20, 2018

Estimate of Manhours							
Task No.	Task Description	Senior Project Engr./Mngr.	Senior Engineer/ Architect	Engineer/ Architect	Engineering Technician	Clerical	Summary of Hours
1.0	**Project Management**						
	Contract		2				2
	Prepare Client Invoices		2				2
	Monthly Conference Calls and Meeting Minutes	6	16				22
	Agency & Client Coordination.		30				30
2.0	**Condensed Environmental Assessment**						
	Compose Draft EA	2	28	16			46
	Response from IDOA and FAA Comments		8	2			10
	IHPA Historic Eligibility		10				10
	Historic District Preparation for FAA		8				8
3.0	**Airport Layout Plan**						
	Revise ALP based on IDOA Comments		6	4			10
	Revise ALP based on FAA Comments		2	2			4
	Revise from FAA Aeronautical Study		1				1
4.0	**Exhibit A Update**						
	Update Exhibit A for submittal to IDOA		3		8		11
	Revise from IDOA Comments		3		3		6
	Revise from FAA Preliminary Comments		2		2		4
	Revise from FAA Aeronautical Study		1				1
5.0	**Land Release Packet**						
	Assembly of Land Release Packet	2	40	4			46
	Response to IDOA Comments		6	2			8
	Response to FAA Comments		4	2			6
	Response to National Register Comments		2				2
	Final Submittal		2				2
Manhour Totals		**10**	**176**	**32**	**13**	**0**	**231**

Labor							
	Hourly Rates	$206.00	$196.00	$160.00	$109.00	$72.00	
	Cost	$2,060.00	$34,496.00	$5,120.00	$1,417.00	$0.00	
Total Labor Cost							**$43,093.00**

Direct Costs							
	Printing		80	Sq ft @	$0.55	per sf	$44.00
Total Expenses Cost							**$44.00**
					Total Project Cost		***$43,137.00***

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	$57.00
Technician *	6	72.00
Assistant *	7	82.00
	8	109.00
	9	130.00
Staff *	10	147.00
	11	160.00
Senior	12	176.00
	13	196.00
Associate	14	206.00
	15	214.00
	16	220.00
	17	224.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.

2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.

3. Project time spent by corporate officers will be billed at the Level 17 rate plus 25 percent.

4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.

5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.

6. The services of contract/agency and/or any personnel of a Burns & McDonnell subsidiary or affiliate shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.

7. The rates shown above are effective for services through December 31, 2017, and are subject to revision thereafter.

ATTACHMENT 3

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Airport Parcel Release – Phase 2

Client: Rnatoul National Aviation Center – Village of Rantoul

Date of Letter, Proposal, or Agreement: October 31, 2018

Client Signature: _____

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

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

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

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

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

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

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

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

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

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

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

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

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

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

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

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

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

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents

(continued on reverse side)

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

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

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

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

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

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

14. TERMINATION
Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

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

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

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

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

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

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

18. RIGHTS AND BENEFITS – NO ASSIGNMENT
BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

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

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

- END -