Rantoul Village Board of Trustees
Regular Study Session
April 5, 2022
6:00 PM

Order of Business

1. Call to Order

2. Invocation

Trustee Irene Weathersby, CU Autism Network Board Member

3. Pledge of Allegiance

Led by CU Autism Network in honor of Autism Awareness Month

4. Roll Call

5. Approval of Agenda

6. Public Participation

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

7. Items from the Mayor

(A) Autism Awareness and Acceptance Month Proclamation

(B) National Child Abuse Prevention Month

8. Items from Trustees

9. 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 website within ten days of approval.

(A) Minutes of the March 1, 2022 Board Study Session

(B) Minutes of the March 8, 2022 Board Meeting

(C) Annual Records Disposal Request Submitted to Illinois State Archives / Local Records Commission

10. Items from Human Resources

(A) March 2022 Village Applicant Demographics Report

11. Items from Comptroller

12. Items from Police Department

(A) Purchase of a New Access Control System for the Police Department from Siemens in the amount of $19,820.92

13. Items from Fire Department

14. Items from Building Safety

15. Items from Community Development

Rantoul Village Board of Trustees
Regular Study Session
April 5, 2022
6:00 PM

Order of Business

16. Items from Recreation

17. Items from Public Works

(A) Resolution 04-22-1359, A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CONCERNING THE CONSTRUCTION AND MAINTENANCE OF THE MAPLEWOOD MULTIUSE PATH

(B) Purchase of two (2) 2500 KVA pad-mount transformers from Jerry's Electric, Inc. in the amount of $56,995.00 each; and purchase of fifteen (15) 50kva pad-mount transformers from B&B Transformer Inc in the amount of $58,425.00, for a total cost of $172,415.00

(C) Purchase a West Channel Dimminutor Grinder for Pump Station 557 from Franklin Miller Inc. in the amount of $65,500.00

18. Items from the Administrator

(A) Vacant Lot Donation to Habitat for Humanity (1318 Rockland Drive)

(B) Ordinance No. 2702, AN ORDINANCE TO REPEAL ORDINANCE 2678, AND AMEND AND RESTATE DEVELOPMENT AGREEMENT WITH SC RANTOUL, LLC IN CONNECTION WITH THE REDEVELOPMENT PROJECT AREA NUMBER FOUR

(C) Ordinance No. 2703, AN ORDINANCE AMENDING SECTIONS 4-28 AND 4-36 OF THE RANTOUL CODE IN CONNECTION WITH LIQUOR LICENSE APPLICATIONS AND RENEWALS

(D) Ordinance No. 2704, AN ORDINANCE AMENDING SECTIONS 4-38 OF THE RANTOUL CODE IN CONNECTION WITH VIDEO GAMBLING LICENSE RIDER

(E) Ordinance No. 2705, AN ORDINANCE AMENDING SECTIONS 4-31 OF THE RANTOUL CODE IN CONNECTION WITH P-1 AND P-2 LIQUOR LICENSES

(F) Ordinance No. 2706, AN ORDINANCE AMENDING SECTION 4-31 OF THE RANTOUL CODE IN CONNECTION WITH CREATING A LIQUOR LICENSE CLASSIFICATION FOR THE RANTOUL FAMILY SPORTS COMPLEX

(G) Ordinance No. 2707, AN ORDINANCE AMENDING CHAPTER 20, ARTICLE XII OF THE RANTOUL CODE PERTAINING TO PROHIBITED CANNABIS ESTABLISHMENTS

(H) Discussion Regarding Village of Rantoul Contribution to the Rantoul Police Pension Fund

(I) Discussion Regarding the Fiscal Year 2022-2023 Budget

Order of Business

19. Items from Counsel

20. Items for Closed Session

21. Adjournment

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Invocation	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Trustee Irene Weathersby, CU Autism Network Board Member	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Pledge of Allegiance	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Led by CU Autism Network in honor of Autism Awareness Month	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. Autism Walk and Resource Fair	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:
The Pledge of Allegiance will be led by CU Autism Network in honor of Autism Awareness Month.

Mark your calendars for the 11th Annual Autism Walk & Resource Fair being held on Saturday, May 7, 2022.

CU Autism Network

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

DONATE- VOLUNTEER- EMPLOY- EDUCATE- ADVOCATE

CU AUTISM NETWORK

cuautismnetwork.org

Champaign Urbana Autism Network

11th Annual
Autism Walk & Resource Fair

Saturday, May 7, 2022

Savoy Recreation Center
402 W Graham Drive
Savoy, IL 61874

Join us for a *Sensory Friendly Family* fun day!
Including: Inflatables,
Games, Food Vendors, Quiet Area, Mobile Sensory Museum,
Local Resource Vendors, and a HUGE Silent Auction!

EST. SCHEDULE OF EVENTS
11:30 Check-In and Registration
2:00 Walk Begins
2:30 Silent Auction Winners Announced
*MUST BE PRESENT TO WIN

HOW TO REGISTER:
cuautismnetwork.org

*NOTE: Please register by April 1st to reserve a Walk T-shirt and/or Walk Sign.

CU Autism Network
PO Box 17024
Urbana, IL 61803
information.cuan@gmail.com

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Autism Awareness and Acceptance Month Proclamation	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. Autism Awareness and Acceptance Month Proclamation	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

Autism Awareness and Acceptance Month aims to celebrate and promote acceptance of the condition that occurs in one in every 54 children as of 2020 in the United States. First held in the year 1972, Autism Awareness and Acceptance Month emphasizes the need for public awareness to promote acceptance, celebrate the differences, and be more inclusive towards autistic individuals around us.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Proclamation
by the Mayor of
Rantoul, Illinois

To All to Whom these Presents Shall Come:

Whereas, Autism Spectrum Disorder is the fastest growing developmental disability. The Centers for Disease Control and Prevention estimate that one in 44 Americans currently live with the disability, increasing in US children by 119.4% since 2010. Autism knows no racial, ethnic, or social boundaries, and it affects the young and old alike.

Whereas, Autism is a lifelong neurological disorder that affects each individual differently, ranging from very mild to severe. The learning, thinking, and problem-solving abilities of this disorder can range from gifted to severely challenged. Autism can cause significant social, communication, and behavioral challenges.

Whereas, our understanding of Autism has grown tremendously since it was first diagnosed by psychiatrist in 1943, there is no known cure for Autism. Accurate, early diagnosis, and the resulting appropriate education and intervention, are vital to the future growth and development of the individual.

Whereas, there is a need for continued research into this disorder, hope currently lies in a broad spectrum of treatments, and in an informed public and community committed to providing support and service to individuals diagnosed with Autism Spectrum Disorder.

Whereas, during the month of April, we strive to promote autism awareness, inclusion, and self-determination for all, and assure that each person with Autism Spectrum Disorder is provided an opportunity to achieve the highest possible quality of life.

Now therefore, I, Charles Smith, Mayor of Rantoul, do hereby proclaim the month of April 2022 to be designated as **Autism Awareness and Acceptance Month**, and I urge our Village to participate in this annual observance to celebrate the differences of, learn more about, and empower Autistic individuals in the hope that it will lead to a better understanding of this disorder.

Given Under my hand and the Corporate Seal of said Rantoul, Illinois this 5th day of April 2022

Charles Smith

Mayor and President of the Villiage Board of Trustees

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: National Child Abuse Prevention Month	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: National Child Abuse Prevention Month is an annual observance in the United States dedicated to raising awareness and preventing child abuse. April has been designated Child Abuse Prevention Month in the United States since 1983. Illinois Child Abuse Prevention Event Calendar	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Minutes of the March 1, 2022 Board Study Session	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. March 1 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
March 1, 2022

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 at 6:00 P.M. Mayor Smith called the proceeding to order at 6:00 P.M.

Roll Call

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

Mayor Smith, and Trustees Crider, Wilkerson, Hall, Robertson and Johnson – 6
Trustee Weathersby was absent.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Jake McCoy, Assistant Public Works Director; Scott Morgan, Building Safety; Chris Milliken, Community Development; Luke Humphrey, Recreation; David Wesner, Attorney and Janet Gray, Village Clerk

Approval of Agenda

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

AYE: Johnson, Crider, Wilkerson, Hall and Robertson – 5.
NAYS: None – 0.
ABSENT: Weathersby - 1

The motion carried 5-0.

Public Participation

Debra Sweat thanked the City Schools for their African American Heritage event last Friday. She also thanked Trustee Irene Weathersby for speaking out on the PBL video issue. Ms. Sweat had several questions regarding the Storm Drainage issues in the Village. She was also concerned that the Storm Drainage Meeting and Human Relations Committees were canceled without notification to the citizens.

Items from Mayor

A. Asked everyone to pray for the Ukraine.

Items from Police Department

Chief Frank Kaminski presented the Mayor and Chief Brown with a certificate recognizing the Village of Rantoul's Police Department as receiving accreditation from the Illinois Law Enforcement Accreditation Program (ILEAP). Rantoul is one of only five municipalities in the State to receive this accreditation.

Items from Trustees

Trustee Johnson

- What is the status of grant funds for Heritage Park? Mr. Humphrey said the Village should hear something this summer. The Village should also hear about the boat ramp grant this summer.
- How many picnic tables have been repaired at the campground? Mr. Humphrey will check and let her know.
- Has the Village heard anything back about a crosswalk on Rt 136 once the speed limit is reduced? The Administrator said that it takes IDOT some time to process requests. Once approved the Village will review the request for a crosswalk.
- Scott Bennett stated the Village would receive a $500,000 grant from the State. What is the status of that grant? The Administrator said the Village should hear something this summer.
- Have we paid back the electric division for payments for the fire truck? These funds are paid back when the Village receives payment of the video gaming tax.
- Trustee Johnson would like to revisit the Village electric bicycle ordinance. She has contacted the Secretary of State and the State requires these bicycles to be licensed and have insurance.

Trustee Wilkerson

- Thanked the Police Dept. for the work they did this weekend in regards to the shooting.
- When will the Board have an opportunity to discuss the distribution of the Federal Stimulus money again? The Administrator said that the regulations on how that money can be used were changed and are being reviewed. At the same time the Administrator is reviewing the items suggested by the Trustees in February.

Sam Hall

- Thanked the teachers for last Friday's event.
- Asked about the lack of Taxi services in Rantoul. The Administrator stated that there are two companies licensed. He has heard that there is a problem finding labor to work the shifts.
- An Autism group has contacted Trustee Hall about having a walk or other event in March. The Administrator said the Mayor is usually willing to prepare a proclamation if asked. He also asked that the group coordinate with the Village.
- Thanked the Police for the work they do. He asked the public to please help the public safety employees do their job and keep our community safe.

Trustee Robertson

- Offered condolences to the family who lost someone last week.
- Asked why the Village would continue to pay someone who gives two weeks' notice but not require them to work during that time. The Administrator stated this was an administrative decision.
- How many unions does the Village have and why is a Supervisor allowed to be a union steward? The Administrator said there are three unions – Electric Department, Sergeants and Patrol Officers. Any member of the union is allowed to be a steward and the unions were set up allowing supervisors to join the union.

Items from Clerk

A. Minutes of February 1, 2022 Study Session.
B. Minutes of February 8, 2022 Board Meeting.

These minutes will go to the Board for approval.

Items from Administration

A. Chris Millikan presented a Land Lease Agreement with Bow Renewables LLC for property at 3200 N 1800 E Road for a Solar project. This is a former landfill and will have to be released by the EPA. The property is outside the Village limits so the group will need to get permits through the County. Bow Renewables wants to be a contributing member of the community and would sponsor a $10,000 Scholarship to a local high school student and donate $50,000 to the Village Recreation Department. They would like to get the lease approved as soon as possible because of the other steps required to get this facility approved. The consensus of the Board was to rent the property at $500.00 per year for three years and with a $19,500.00 payment at the time of construction. Mike Miso and Jordan Newall answered questions from the board.

This item will go to the Board for approval.

Items from Comptroller

No Items to Report.

Items from Human Resources

A. The Mayor stated the February 2022 Village Applicant Demographics Report was included in the Board Packet.

Items from Fire Department

No Items to Report.

Items from Building Safety

A. Scott Morgan presented five ordinances which will update several Articles in Chapter Ten "Buildings and Building Regulation" adopting the 2018 International Mechanical Code, Fire Code, Fuel Gas Code, Energy Conservation Code and Wildland-Urban Interface Code. These codes will be effective June 1, 2022.

These items will go to the Board for approval.

Items from Community Development

A. In 2021 the Village received a grant to conduct a tree inventory. As a result of that study the Village is proposing an Urban Forestry Management Plan that would provide requirements for preserving, caring for, and protecting our urban forest, which also lists guidelines for planting new trees and removal and replacement of existing trees. The Ordinance also defines and addresses, nuisance trees and infestations while providing compliance and enforcement provisions. The Ordinance approval is part of receiving reimbursement of the grant funds.

This item will go to the Board for approval.

Items from the Recreation

A. The department is requesting the approval of a contract with Deem Landscaping for landscape installation and maintenance for the 2022 season. Deem Landscaping was the only company that responded to an RFP advertised in January. They have provided a quality product in the past and the department is recommending a one-year extension for the 2022 season. The cost is $28,385.00. This will be paid on a monthly basis. The funds are in the FY22-23 budget.

This item will go to the Board for approval.

Items from Public Works

A. The department is requesting the approval of a contract with GHR Engineering & Assoc. for design and construction for the HVAC replacement at the Water Treatment Plant at a cost of $47,784.00.
B. The department is requesting the approval of a contract with Cross Construction for roadway improvements and resurfacing of Congress Ave. and Sheldon St. at a cost is $1,244,883.87.
C. The department is requesting the approval of an agreement with POW-R-GUARD for semi-annual preventative maintenance of the Caterpillar emergency standby generators. The cost is $52,208.00 per year.
D. The department is requesting the approval of an agreement with G.A. Rich & Sons for the replacement of the underdrains of filter two and filter four at the West Water Treatment Plant. The cost is $246,850.00.

These items will go to the Board for approval.

Items from Counsel

A. Recorded the plat for property with the park district for the Sports Complex. Continuing to work on the loan collection cases.

Meeting Adjourned

The Mayor adjourned the meeting at 8:17 pm.

DRAFT

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 March 1, 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 March 8, 2022 Board Meeting	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. March 8 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
MARCH 8, 2022

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

A Regular Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M., President Charles Smith presiding. President Smith called the meeting to order.

Invocation & Pledge of Allegiance
Trustee Wilkerson opened the meeting with prayer. Following the invocation, Mayor Smith 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; Jolene Gensler, Comptroller; Tony Brown, Police Chief; Chris Milliken, Urban Planning Manager; Luke Humphrey, Recreation Director; Jake McCoy, Assistant Public Works Director; David Wesner, Attorney and Janet Gray, Village Clerk

Approval of Agenda
Trustee Hall moved to approve the agenda for the meeting, as presented. Trustee Weathersby seconded the motion. One 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

The Mayor reminded the Trustees to complete their Statement of Economic Interest by May 1 and file with County Clerk.

DRAFT

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

A. Minutes of Regular Study Session February 1, 2022.
B. Minutes of Regular Board Meeting February 8, 2022.

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

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

The motion carried 6-0.

Trustee Johnson moved to approve the Bills and Monthly Finance Reports. Trustee Crider seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

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

Trustee Hall moved to authorize and approve the design, bid, contract, and construction engineering agreement with GHR Engineering and Associates, Inc. for the HVAC replacement at the Water Treatment Plant in the amount of $47,784.00. 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.

Trustee Wilkerson moved to authorize and approve a contract with Cross Construction, Inc. for roadway improvements, resurfacing Congress Avenue and Sheldon Street in the amount of $1,244,883.87. Trustee Weathersby 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.

Trustee Weathersby moved to waive the formal bidding process and authorize and approve an agreement with POW-R-GUARD for the semi-annual preventative maintenance of the Caterpillar emergency standby generators in the amount of $52,208.00 per year. Trustee Johnson seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

Trustee Crider moved to authorize and approve an agreement with G. A. Rich & Sons, Inc. for the recommended replacement of the underdrains of filter two and filter four at the West Water Treatment Plant in the amount of $246,850.00. Trustee Wilkerson 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.

C. Consideration of Ordinances & Resolutions

Ordinance No. 2695

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

Trustee Hall moved to pass Ordinance No. 2695. Trustee Weathersby seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

Ordinance No. 2696

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

Trustee Johnson moved to pass Ordinance No. 2696. Trustee Robertson seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

Ordinance No. 2697

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

Trustee Crider moved to pass Ordinance No. 2697. Trustee Weathersby 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.

Ordinance No. 2698

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

Trustee Johnson moved to pass Ordinance No. 2698. Trustee Hall seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

Ordinance No. 2699

AN ORDINANCE SUPPLEMENTING AND AMENDING ARTICLE V OF CHAPTER TEN "BUILDINGS AND BUILDING REGULATION" OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH ADOPTION OF 2018 INTERNATIONAL WILDLAND-URBAN INTERFACE CODE

Trustee Weathersby moved to pass Ordinance No. 2699. Trustee Johnson seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

Ordinance No. 2700

AN ORDINANCE AMENDING CHAPTER 42, "VEGETATION' OF THE RANTOUL CODE, AS SUPPLEMENTED AND AMENDED, IN CONNECTION WITH THE URBAN FORESTRY MANAGEMENT PLAN

Trustee Crider moved to pass Ordinance No. 2700. Trustee Hall seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

Ordinance No. 2701

AN ORDINANCE AUTHORIZING AND APPROVING LAND LEASE AGREEMENT WITH BOW RENEWABLES, LLC (3200 N 1800 E Road)

Trustee Johnson moved to pass Ordinance No. 2701. Trustee Hall seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

DRAFT

Resolution No. 3-22-1359

A RESOLUTION AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN THE VILLAGE OF RANTOUL AND DEEM LANDSCAPING, INC.

Trustee Wilkerson moved to pass Resolution No. 3-22-1359. Trustee Hall seconded the motion. On a Roll Call vote:

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

The motion carried 6-0.

D. New Business

The Administrator gave a presentation on the 2022-2023 budget.

E. Announcement

Trustee Hall thanked the finance team for preparing the budget. He stated that the District 5 Neighborhood Association will be starting meetings again. He congratulated St. Malachy's volleyball team for being in the regionals. He also mentioned that the Champaign Public Library is sponsoring a PC for People program which provide computers. He will post information on his Facebook page.

Trustee Weathersby mentioned the annual Autism Walk in Savoy on May 7, 2022.

Trustee Crider thanked Public Works for putting up the arrow signs on Veterans Parkway.

F. Closed Session

No closed session was held.

G. Adjournment

Trustee Wilkerson moved to adjourn the meeting. Trustee Weathersby 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.

The Mayor adjourned the meeting at 7:19 pm.

MEETING ADJOURNED AT

Janet E. Gray, MMC
Village Clerk

DRAFT

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 March 8, 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: Annual Records Disposal Request Submitted to Illinois State Archives / Local Records Commission	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: March 2022 Village Applicant Demographics Report	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. HR Report - April 2022	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Deborah Sage	VILLAGE ADMINISTRATOR Scott Eisenhauer

Open Positions for Village of Rantoul

March 30, 2021 to March 29, 2022

Position					
	Census Report 2016	Grounds Maintenance Worker Job ID 92287		Scoreboard Operator Job ID 92240	
Race		Number	Percentage	Number	Percentage
White	60.9%	16	59%	4	36%
African American	24.9%	5	19%	4	36%
Asian	2.3%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.1%	1	4%	0	0%
Hispanic/Latino	12.5%	3	11%	0	0%
American Indian	0.5%	0	0%	0	0%
Two or More Races	6.2%	0	0%	3	28%
Unknown	0.0%	2	7%	0	0%
Gender					
Male	47.9%	27	100%	6	55%
Female	52.1%	0	0%	5	45%
Total Applications					
		27		11	
Open / Filled					
		Seasonal Position		Closed	
		Recreation Department		Recreation Department	

Position					
		Adult Umpire Job ID 92231		Youth Umpire Job ID 92217	
Race		Number	Percentage	Number	Percentage
White		0	0%	2	40%
African American		0	0%	0	0%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	2	40%
American Indian		0	0%	0	0%
Two or More Races		0	0%	1	20%
Unknown		0	0%	0	0%
Gender					
Male		0	0%	5	100%
Females		0	0%	0	0%
Total Applications					
		0		5	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Recreation Department		Recreation Department	

Open Positions for Village of Rantoul

March 30, 2021 to March 29, 2022

Position					
	Census Report 2016	Camp Counselor Job ID 92169		Youth Center Aide Job ID 92121	
Race		Number	Percentage	Number	Percentage
White	60.9%	5	83%	7	41%
African American	24.9%	0	0%	8	47%
Asian	2.3%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	0	0%	1	6%
American Indian	0.5%	0	0%	0	0%
Two or More Races	6.2%	1	17%	1	6%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	47.9%	3	50%	9	53%
Female	52.1%	3	50%	8	47%
Total Applications					
		6		17	
Open / Filled					
		Seasonal Position		All Year Round - Part Time	
		Recreation Department		Recreation Department	

Position					
		Sports Site Supervisor Job ID 92096		Sports Complex Concession Worker Job ID 92074	
Race		Number	Percentage	Number	Percentage
White		4	100%	32	51%
African American		0	0%	8	13%
Asian		0	0%	2	3%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	9	14%
American Indian		0	0%	0	0%
Two or More Races		0	0%	12	19%
Unknown		0	0%	0	0%
Gender					
Male		3	75%	42	67%
Females		1	25%	21	33%
Total Applications					
		4		63	
Open / Filled					
		Closed		Closed	
		Recreation Department		Recreation Department	

Open Positions for Village of Rantoul

March 30, 2021 to March 29, 2022

Position					
	Census Report 2016	Sports Complex Maintenance Worker Job ID 92066		Sports Complex Scoreboard Operator Job ID 92063	
Race		Number	Percentage	Number	Percentage
White	60.9%	9	75%	14	82%
African American	24.9%	1	8%	2	12%
Asian	2.3%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	0	0%	1	6%
American Indian	0.5%	0	0%	0	0%
Two or More Races	6.2%	2	17%	0	0%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	47.9%	11	92%	10	59%
Female	52.1%	1	8%	7	41%
Total Applications					
		12		17	
Open / Filled					
		Seasonal Position		Closed	
		Recreation Department		Recreation Department	

Position					
		Aquatic Pool Manager Job ID 91826		Aquatic Service Manager Job ID 91818	
Race		Number	Percentage	Number	Percentage
White		1	100%	1	100%
African American		0	0%	0	0%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	0	0%
American Indian		0	0%	0	0%
Two or More Races		0	0%	0	0%
Unknown		0	0%	0	0%
Gender					
Male		1	100%	0	0%
Females		0	0%	1	100%
Total Applications					
		1		1	
Open / Filled					
		Closed		Closed	
		Recreation Department		Recreation Department	

Open Positions for Village of Rantoul

March 30, 2021 to March 29, 2022

Position					
	Census Report 2016	Aquatic Center Swim Lesson Instructor Job ID 91808		Aquatic Center Concession Worker Job ID 91540	
Race		Number	Percentage	Number	Percentage
White	60.9%	1	100%	12	57%
African American	24.9%	0	0%	3	14%
Asian	2.3%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	0	0%	2	10%
American Indian	0.5%	0	0%	0	0%
Two or More Races	6.2%	0	0%	4	19%
Unknown	0.0%	0	0%	0	0%
Gender					
Male	47.9%	0	0%	10	48%
Female	52.1%	1	100%	11	52%
Total Applications					
		1		21	
Open / Filled					
		Seasonal Position		Closed	
		Recreation Department		Recreation Department	

Position					
		Forum Fitness Staff Attendant Job ID 90987		Aquatic Front Gate Attendant Job ID 90205	
Race		Number	Percentage	Number	Percentage
White		9	60%	9	69%
African American		3	20%	1	8%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	2	15%
American Indian		0	0%	0	0%
Two or More Races		3	20%	1	8%
Unknown		0	0%	0	0%
Gender					
Male		3	20%	4	31%
Females		12	80%	9	69%
Total Applications					
		15		13	
Open / Filled					
		All Year Round - Part Time		Closed	
		Recreation Department		Recreation Department	

Open Positions for Village of Rantoul

March 30, 2021 to March 29, 2022

Position					
	Census Report 2016	Aquatic Group Fitness Instructor Job ID 90197		Lifeguard Job ID 90184	
Race		Number	Percentage	Number	Percentage
White	60.9%	1	100%	29	91%
African American	24.9%	0	0%	0	0%
Asian	2.3%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	0	0%	0	0%
American Indian	0.5%	0	0%	1	3%
Two or More Races	6.2%	0	0%	1	3%
Unknown	0.0%	0	0%	1	3%
Gender					
Male	47.9%	0	0%	21	66%
Female	52.1%	1	100%	11	34%
Total Applications					
		1		32	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Recreation Department		Recreation Department	

Position					
		Street & System Operator JobID 94505		Sports Official JobID 93747	
Race		Number	Percentage	Number	Percentage
White		13	81%	1	33%
African American		2	13%	1	33%
Asian		0	0%	0	0%
Native Hawiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	1	33%
American Indian		0	0%	0	0%
Two or More Races		1	6%	0	0%
Unknown		0	0%	0	0%
Gender					
Male		16	100%	1	33%
Females		0	0%	2	67%
Total Applications					
		16		3	
Open / Filled					
		Full Time Position		Seasonal Position	
		Closes - April 1, 2022		Recreation Department	

Open Positions for Village of Rantoul

March 30, 2021 to March 29, 2022

Position					
	Census Report 2016	Utility Cashier Clerk Job ID 93243		Community Social Worker JobID 89641	
Race		Number	Percentage	Number	Percentage
White	60.9%	21	66%	2	29%
African American	24.9%	4	13%	3	43%
Asian	2.3%	0	0%	0	0%
Native Hawiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	3	9%	1	14%
American Indian	0.5%	0	0%	0	0%
Two or More Races	6.2%	3	9%	0	0%
Unknown	0.0%	1	3%	1	14%
Gender					
Male	47.9%	2	6%	0	0%
Female	52.1%	30	94%	7	100%
Total Applications					
		32		7	
Open / Filled					
		Full Time Position		Full Time Position	
		Closed - 03/11/2022		Police Department	

Position					
		Public Works Director JobID 80512		Group Fitness Instructor Job ID 87310	
Race		Number	Percentage	Number	Percentage
White		7	58%	2	50%
African American		4	34%	1	25%
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%	1	25%
Unknown		1	8%	0	0%
Gender					
Male		11	92%	1	25%
Females		1	8%	3	75%
Total Applications					
		12		4	
Open / Filled					
		Full Time Position		All Year Round - Part Time	
		Public Works		Recreation	

Open Positions for Village of Rantoul

March 30, 2021 to March 29, 2022

Position					
	Census Report 2016	Firefighter JobID 76624		Police Officer JobID 69117	
Race		Number	Percentage		Percentage
White	60.9%	28	67%	46	65%
African American	24.9%	8	19%	12	17%
Asian	2.3%	0	0%	1	1%
Native Hawiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	1	2%	8	11%
American Indian	0.5%	0	0%	1	1%
Two or More Races	6.2%	4	10%	3	5%
Unknown	0.0%	1	2%	0	0%
Gender					
Male	47.9%	37	88%	53	75%
Female	52.1%	5	12%	18	25%
Total Applications					
		42		71	
Open / Filled					
		Volunteer Position		Full Time Position	
		Fire Department		Police Department	

Position			
	Census Report 2016	Total Numbers	
Race		Number	Percentage
White	60.9%	170	64%
African American	24.9%	38	14%
Asian	2.3%	2	1%
Native Hawiian/Pacific Islander	0.1%	1	0%
Hispanic/Latino	12.5%	21	8%
American Indian	0.5%	1	0%
Two or More Races	6.2%	30	11%
Unknown	0.0%	3	2%
Gender			
Male	47.9%	172	65%
Female	52.1%	94	35%
Total Applications			
		266	
Open / Filled			

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Purchase of a New Access Control System for the Police Department from Siemens in the amount of $19,820.92	DEPARTMENT: Police Department
DATE: April 5, 2022	AMOUNT: $19,820.92
ATTACHMENTS: 1. PD Access Control Bid - Siemens 2. PD Access Control Bid - Jendy	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

The Rantoul Police Department has been utilizing an access control system that is approximately seventeen (17) years old. The system controls the entry/exit of all exterior doors, nine (9) interior doors, and the overhead doors into the "Ambulance Bay" and "Sally Port" at the police department. In addition to controlling the doors, it provides entry logs of each employee as they access different areas of the building. This includes the evidence vault, which must maintain strict access control with entry logs in order to preserve evidence stored within.

The current system is operating on a server running Windows XP. This is due to the age of the access control system, and the inability to run it on newer versions of Windows. Windows XP reached "end of life" from Microsoft in April 2014.

Although sole source was justified with the purchase of this system, the police department solicited two bids.

- The first bid was from the Village's current vendor, who provides access control to Village Hall, Siemens. The bid from Siemens was for $19,820.92.
- The second bid was from Jendy Solutions. The bid from Jendy was $22,400.00.

The police department recommends accepting the bid from Siemens. The cost of this project will be taken from the current FY21/22 police budget.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL Chief Tony Brown	VILLAGE ADMINISTRATOR Scott Eisenhauer

SIEMENS

PROPOSAL
Rantoul PD Access Control

PREPARED BY
Siemens Industry, Inc.

PREPARED FOR
SIEMENS INDUSTRY INC

DELIVERED ON
March 31, 2022

SMART BUILDINGS

Transforming the Everyday

SIEMENS

Table of Contents

SIEMENS PROPOSAL 3
- Contact Information 3
- Scope of Work 4
- Inclusions 5
- Exclusions 6
- Clarifications 7
- Sell Price 8
- Proposed Solution 9
- Payment Terms 10

Terms and Conditions 11
- Terms & Conditions Link(s) 11

Signature Page 12
- Signature Page 12

SIEMENS

Contact Information

Proposal #:	6808536
Date:	March 31, 2022

Sales Executive:	Robert Belleville
Branch Address:	11612 Lilburn Park Rd St Louis, Missouri 63146
Telephone:	314-648-9183
Email Address:	Robert.Belleville@siemens.com

Customer Contact:	
Customer:	SIEMENS INDUSTRY INC
Address:	11600 - 11612 LILBURN
	ST. LOUIS MO 63146
Services shall be provided at:	

Scope of Work

Update to Access Control System with Engineered Drawings to be provided to Electrical Contractor for install.

New Card Readers, New Door Modules, and New Controller, with connection to customer provided server.

Siemens to provide system parts, drawings, engineering, programming, and system training for end user, Rantoul PD.

Sytem will be based on current standards that meet the highest Securty protocols and Cyber Security protocols.

Doors will not include any free egress until noted otherwise. Sally Ports and Man Traps are possible with system and are included to control through the Access Control Software with Login Credentials to the network based controls. They will be based on an input and output of a dry contact on the access control boards to trigger the opening of doors by manual entry to the network based thin client.

This access control system will have a graphic display of doors that are controlled and will allow for changes to the system over time while tracking users and changes to the system.

Each time a credential is scanned it is tracked and viewable in real time as well as in reports.

The system also allows for 2 factor authentication to allow for high secured areas to have increased securiy.

Reports are available to assist with tracking usage by personnel and door.

Reports also available to assist with ILEAP accrediation.

Offsite access to the system is not suggested but possible due to the nature of the building use.

Building lockdown is also possible with the click of a button or swipe.

Users can also be restrict to specific door and during certain times of day with managed groups and by individual level.

Inclusions

1. Engineering
2. Project Management for Siemens Scope of work
3. System Commissioning and Final Pretest
4. Final AHJ Testing if required

Exclusions

1. Labeling of any wire, cables and/or patch cords.
2. Provision or installation of wire, fiber, electrical distribution components, conduit and boxes.
3. Installation of system control cabinets, panels and field devices for all related equipment.
4. Termination and trim of all devices unless otherwise noted above.
5. Cutting, painting and patching.
6. Dedicated Telephone lines, network connectivity or monitoring services for systems listed above.
7. Wire metering.
8. Fire Alarm system interface, if required.
9. All lock hardware and power supplies, to be provided by others.
10. 120 VAC connections and supply to be done by others as required.
11. Performance or Payment bonds.
12. Costs associated with schedule acceleration, project meetings, multiple trips onsite due to incompletion of others, or multiple unplanned phases.
13. Gates, motors and ground loop devices, to be provided by others
14. Install of hardware and rewire.

SIEMENS

Clarifications

1. Upon award of contract to Siemens Industry, Inc. we require the 100% Contract drawings in ACAD format for purposes of preparing shop drawings.
2. Siemens will furnish material cut sheets for submittal, for Siemens provided materials.
3. Siemens will furnish system shop drawings for areas and schematics affected by new equipment.
4. Pricing includes project management for the duration of the tentative project schedule.
5. Materials pricing is for the extent of the tentative project schedule.
6. Requires Electrician familiar with installation to be present during initial project walk-through, testing and commissioning of systems listed above.
7. Work is assumed to be completed during normal business hours Monday – Friday (7am-5pm).
8. Pricing and availability is good for 30 days due to current world circumstnaces.
9. Cuirrent procurment time is estiamted at 4 weeks.

SIEMENS

Sell Price

Total Quote Price	**$19,820.92**

Proposed Solution

Access Control for 10 doors currently and expandable up to 54.

Server to be provided by customer.

Software to be provided by Siemens.

50 Fobs to be included for system with current HID fobs to be able to be used, once programmed, from City Hall.

Sally port input and output included for control.

Payment Terms

Payment Terms Acceptance Agreement

The total price of: $19,820.92 and the estimated return on investment are based on the items outlined in this proposal. ANY statements made herein regarding savings that may be achieved by implementing the services offered in this proposal are estimates only. No warranty, either expressed or implied, shall be construed to arise from such statements, nor shall such statements be construed as constituting a guarantee by Siemens that such savings will occur if the services are implemented.

Terms and Conditions Disclaimer

The Customer acknowledges that when approved by the Customer and accepted by Siemens Industry, Inc.: (i) the Proposal and the Contract Terms and Conditions, (together with any other documents incorporated into the forgoing) shall constitute the entire agreement of the parties with respect to its subject matter (collectively, hereinafter referred to as the "Agreement") and (ii) in the event of any conflict between the terms and conditions of the Proposal and the terms and conditions of The Contract Terms and Conditions, the Contract Terms and Conditions shall control.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ ALL OF THE TERMS AND CONDITIONS AND DOCUMENTS, THAT SIEMENS OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH THEREIN, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE SIGNATURE PAGE ON BEHALF OF THE CUSTOMER.

This Proposal is based on the Siemens Industry, Inc. Standard Terms and Conditions and the "Scope of Work" and are to be considered part of this proposal. Proposal is valid for thirty (30) days from the delivery date of March 31, 2022. Payment is due within 30 days of invoice date.

Payment Terms: 25% mobilization in advance, progress payments
Total: $19,820.92

SIEMENS

Terms & Conditions Link(s)

Terms and Conditions (Click to download)
Terms & Conditions (Projects) (http://go.siemens.net/15156302)
Terms & Conditions (Products Only) (http://go.siemens.net/15492770)

Price Escalation. If, during the term of this Contract, the price of various materials or labor or logistics are increased as reflected by CRU/IHS Markit/CMAI/COMEX market index, then Siemens may increase the Contract Sum or apply a surcharge to Customer accordingly.

As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Siemens and its sub-suppliers or subcontractors may occur. Among other factors, Siemens' delivery is subject to the correct and punctual supply from sub-suppliers or subcontractors, and Siemens reserves the right to make partial deliveries or modify its labor or services. While Siemens shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date is subject to change.

Attachment A

Riders (Click on rider below to download)
SI Mass Notification Rider (http://go.siemens.net/88515649)
SI Monitoring Rider (http://go.siemens.net/31208927)
SI Online Backup and Data Protection (http://go.siemens.net/25876317)
SI Software License Warranty (http://go.siemens.net/59206587)
SI Consulting Rider (http://go.siemens.net/33041159)
SI Shooter Detection System Rider (http://go.siemens.net/33327137)
SI Thermal Camera Rider (http://go.siemens.net/30872411)

SIEMENS

Signature Page

Proposed by:

Siemens Industry, Inc.

Company

Robert Belleville

Name

6808536

Proposal #

$19,820.92

Proposal Amount

March 31, 2022

Date

Accepted by:

SIEMENS INDUSTRY INC

Company

Name (Printed)

Signature

Title

Date

Purchase Order #

Jendy Solutions
1540 Hannah Ave
Forest Park, IL 60130
finance@jendy.com
www.jendy.com

Estimate

ADDRESS
Rantoul Municipality

ESTIMATE 13401
DATE 03/21/2022

SALES ORDER REFERENCE
Install - Swaps

PRODUCT	SKU	QTY	RATE	AMOUNT
Access Control Installation - Modules Includes installation of modules and configuration.		5	400.00	2,000.00
Access Control Installation - Doors Access Control Door Installation and configuration. Pricing does not include installation of electrified strikes.		17	300.00	5,100.00
Electrified Door Strikes Pulling, Hiding and Connecting Wiring from AC41 unit to installed Electrified Strikes (Strikes will be installed by another vendor. We can not guarantee all wiring can be hidden. Some conduit, flex conduit, electrical boxes or plates may be visible). Not responsible for the functionality, service, inspection or repair of previously installed door hardware, strikes and locks.		17	300.00	5,100.00
Door Reader Installation Includes Pulling, Hiding and Connecting Wiring from AC41 unit to Door Reader, Mounting & Configuration). We can not guarantee all wiring can be hidden. Some conduit, flex conduit, electrical boxes or plates may be visible).		17	300.00	5,100.00
Alarm Sensors Door Sensor Installation (Includes Pulling, Hiding and Connecting Wiring from AC41 unit to Door Sensor, Mounting & Configuration). We can not guarantee all wiring can be hidden. Some conduit, flex conduit, electrical boxes or plates may be visible). **Required to receive door open/closed/forced entry alerts.		17	300.00	5,100.00

To execute this estimate, please sign and send via email to finance@jendy.com

By signing this estimate, you hereby accept the items, quantities, prices, and terms provided by Jendy Solutions, this estimate shall become legally binding.

Jendy Solutions has the right to reject this form if it is altered or incomplete.

Jendy Solutions has the right to terminate this contract if payment terms are not met or the customer does not fill out appropriate credit application. Invoices not paid in full will be subject to late fees and finance charges of at least 1.5% of unpaid balance.

Shipping and Handling subject to change based on shipping rates at time of order.

This estimate is governed by the Terms of Sale found at: https://www.verkada.com/support/terms-of-sale/.

SUBTOTAL	22,400.00
TAX	0.00
TOTAL	**$22,400.00**

Accepted By

Accepted Date

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Resolution 04-22-1359, A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CONCERNING THE CONSTRUCTION AND MAINTENANCE OF THE MAPLEWOOD MULTIUSE PATH	DEPARTMENT: Public Works
DATE: April 5, 2022	AMOUNT: $313,390.00 Federal ITEP Funds $ 50,168.70 Federal COVID Funds $ 78,347.50 State Funds $ 0.00 Local Funds $441,906.20 Total Project Cost
ATTACHMENTS: 1. 04-22-1359 Resolution - Approving Local Public Agency Agreement for Federal Participation - Maplewood Multi-Use Path 2. IDOT Agreement - Maplewood Drive Multi-Use Path	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

The Agenda Item provides for the approval of the Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT) to allocate costs and funding for the construction of the proposed multi-use path along the west side of Maplewood Drive (FAU 4094).

The $441,906.20 project, of which $313,390.00 are federal ITEP funds, $78,347.50 are state funding, $50,168.70 are local COVID Relief Supplement funding, is for the construction of a 10’-wide multi-use path along the west side of Maplewood Drive, from Clark Street to Crane Drive. Work will include the removal of the existing sidewalk and construction of the proposed 10’-wide concrete sidewalk.

Typical ITEP awards are given in an 80/20 Federal/Local split. IDOT has decided to use Federal COVID Funds and State funds for the local match. Construction is anticipated

to begin this summer.
RECOMMENDED ACTION: Authorize the approval of the Local Agency Agreement between the Village of Rantoul and the Illinois Department of Transportation (IDOT) for the allocation of costs and funding for the construction of the proposed multi-use path along the west side of Maplewood Drive.

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

RESOLUTION NO. 04-22-1359

A RESOLUTION
AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT
FOR FEDERAL PARTICIPATION CONCERNING THE
CONSTRUCTION AND MAINTENANCE OF THE MAPLEWOOD MULTIUSE PATH

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 Local Public Agency Agreement for Federal Participation (the **"Agreement"**) by and between the Village and the State of Illinois, acting by and through the Illinois Department of Transportation (the **"State"**) for the construction and maintenance of a multi-use path along Maplewood Drive.

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 State, 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 present at a regular meeting held on the date set forth below.

PASSED this 12th day of April, 2022.

_____
Village Clerk

APPROVED this 12th day of April, 2022.

_____
Village President

Illinois Department of Transportation

Local Public Agency Agreement for Federal Participation

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Rantoul	Champaign	20-00115-00-BT

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
ITEP/COVID/ State Match	543008	N/A	NA

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction		**Engineering**		**Right of Way**	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-014-22	BA04(565)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

			Stationing	
Local Street/Road Name	Key Route	Length	From	To
Maplewood Drive(MS 4810)	FAU 7094	0.49 mi.	0.26	0.75

Location Termini

Clark Street to Crane Drive (North City Limits)

Current Jurisdiction	Existing Structure Number(s)	
Village of Rantoul	NA	Add Location / Remove

PROJECT DESCRIPTION

Construction Only - Remove existing sidewalk and construction multi-use path on existing ROW of Maplewood DR, including ADA Ramps, striping and signing, and other pertinences to complete the project.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share BALANCE divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the **LPA**/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antirust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report my be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends $750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/
28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

    NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	LPA Funding Resolution
-	4.	ITEP #543008 Award Letter

Add Row

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Mr. Chuck Smith

Title of Official

Village President

Signature | Date

The above signature certifies the agency's Tin number is

37600510 conducting business as a Governmental Entity.

Duns Number 060860350

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Yangsu Kim, Chief Counsel | Date

Joanne Woodworth, Acting Chief Fiscal Officer | Date

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency	County	Section Number
Village of Rantoul	Champaign	20-00115-00-BT

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-014-22	BA04(565)				

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	ITEP	$313,390.00	(2)	State Match	$78,347.50	(3)	Local Match		BAL	$391,737.50
Participating Construction	COVID	$50,168.70	(1)						BAL	$50,168.70
	Total	$363,558.70		Total	$78,347.50		Total			$441,906.20

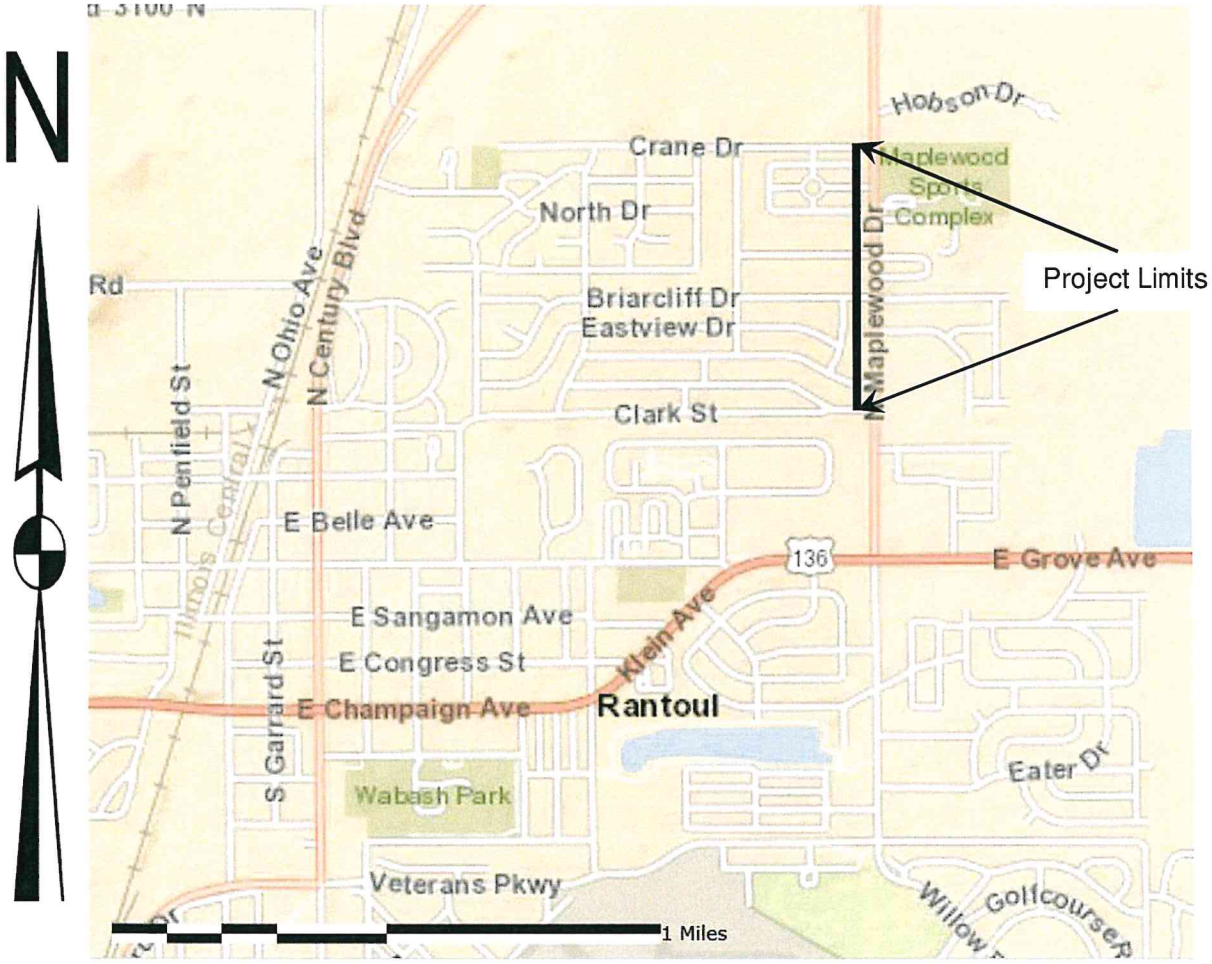
Add

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

1) 100% COVID funds NTE $50,168.70 to be used first
2) 80% ITEP funds NTE $313,390.00
3) Lump Sum State Match NTE $78,347.50 to be used as match to the federal funds

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Addenda Number 1



Location Map

Illinois Department of Transportation
Office of the Secretary
2300 South Dirksen Parkway / Springfield, Illinois / 62764
Telephone 217/782-6149

June 14, 2021

Mr. Jake McCoy
Assistant Director of Public Works
200 West Grove Avenue
Rantoul, Illinois 61866

Dear Mr. McCoy:

The Illinois Department of Transportation is pleased to inform you that your project has been selected for Cycle 14 - 2020 Illinois Transportation Enhancement Program (ITEP) funding for the Village of Rantoul – Maplewood Multi-Use Path project, ITEP #543008. Congratulations on your successful application. The Department received 270 project applications requesting over $293 million.

The ITEP commitment for this project will not exceed $391,738.00, pending a more detailed project review, specifically to determine eligible ITEP costs. Certain items are ineligible for reimbursement, such as contingency fees, routine maintenance and road work. All ITEP funded projects must have all phases of work fully obligated within four years of the award notification letter or funds will be rescinded.

All ITEP grant recipients must be registered with the State of Illinois in order to comply with the Grant Accountability and Transparency Act (GATA) 30 ILCS 708 and comply with all GATA reporting requirements. Any questions regarding GATA requirements or procedures may be directed to DOT.GATA@illinois.gov for further assistance.

The initial kick-off meetings with IDOT and Federal Highway Administration (FHWA) staff should be held within 8 weeks of receiving this letter. Please contact Mr. Brian Trygg, District Five Local Roads and Streets Engineer, by telephone at 217-466-7252 or by email at brian.trygg@illinois.gov immediately to schedule your kick-off meeting to discuss program requirements and preparation of any agreements and/or contracts.

Projects within a Metropolitan Planning Organization (MPO) planning boundary are required to be listed in the local MPO's Transportation Improvement Program (TIP). Questions regarding the ITEP may be directed to Mr. John Paris in the Bureau of Programming at john.paris@illinois.gov.

Sincerely,

Omer M. Osman, P.E.
Secretary

Ref

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM PAGE____ OF____

ITEM: Resolution of Support – Illinois Transportation Enhancement Program (ITEP) Grant Application – Rantoul - Maplewood Drive Shared-Use Path	**DEPARTMENT: Public Works**
AGENDA SECTION:	**PROJECT AMOUNT:**
ATTACHMENTS: **(X) OTHER (See Summary Highlights)** **(X) SUPPORTING DOCUMENTS**	**DATE: October 2, 2020**

SUMMARY HIGHLIGHTS:

The Agenda Item provides for the approval of a Resolution of Support from the Village of Rantoul as a component of the Illinois Transportation Enhancement Program (ITEP) Grant Application for the proposed Maplewood Drive Shared-Use Path from Clark Street to Crane Drive. This resolution serves as a Local Assurance document which indicates that the Village is willing and able to manage, maintain, and operate the project under the guidelines & authority of the Illinois Department of Transportation (IDOT).

Potential award timeline of ITEP grants will be Summer of 2021. Village funding for its share of the project costs would not be required until the follow fiscal year. Funding is anticipated to be provided through IDOT Motor Fuel Tax (MFT), the Village's local Motor Fuel Tax, or other Village Funds.

In addition to the Resolution of Support, a Letter of Support has been prepared to accompany the Resolution as an additional component to the grant application.

RECOMMENDED ACTION: Authorize the approval of a Resolution of Support from the Village of Rantoul as a component of the Illinois Transportation Enhancement Program (ITEP) Grant Application for the proposed Maplewood Drive Shared-Use Path from Clark Street to Crane Drive.

DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. Jacob D. McCoy, P.E.	**VILLAGE ADMINISTRATOR:** Scott Eisenhauer
AGENDA PAGE NUMBER:	

rcf

October 2, 2020

Illinois Department of Transportation
Illinois Transportation Enhancement Program
Room 307
2300 South Dirksen Parkway
Springfield, IL 62764

Re: Letter of Support – Village of Rantoul
2020 Maplewood Drive Shared-Use Path Project

To Whom It May Concern:

As the Mayor of the Village of Rantoul, I fully support the 2020 Maplewood Drive Shared-Use Path from Clark Street to Crane Drive. This project will enhance and aid in the revitalization of the North Maplewood corridor as it promotes the alternative transportation options of pedestrian and bicycle travel. This project serves as the communities' next phase of the Shared-Use Path expansion, where the previous ITEP sponsored phase was completed in 2016.

This work will improve pedestrian and bicycle access. These improvements will reflect the overall Village and Champaign Country EDC's regional approach to community development, revitalization and compliment the Village and County's Rantoul Tomorrow initiative. These efforts are supported and will be used by the public. The Village is fully committed to funding the local portion of the project's eligible costs.

The Village appreciates your consideration of the Village of Rantoul's 2020 Maplewood Drive Shared-Use Path and Transportation Enhancement Project for Illinois Transportation Enhancement Program (ITEP) funding.

If you have any questions, please contact me at (217) 892-6800

Sincerely,

Charles R. Smith
Mayor
Village of Rantoul

ref

RESOLUTION NO. 10-20-1312

A RESOLUTION
IN SUPPORT FOR THE APPLICATION FOR ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM (ITEP) FUNDS FOR CONSTRUCTION AND ASSOCIATED ENGINEERING FOR MAPLEWOOD DRIVE MULTI-USE PATH

WHEREAS, the Village of Rantoul, Champaign County, Illinois is in the process of constructing an extension of the Maplewood Drive Multi-Use Path; and

WHEREAS, the Village of Rantoul wishes to pursue federal ITEP funds to construct an extension of the Maplewood Drive Multi-Use Path; and

WHEREAS, the Village of Rantoul has adequate right-of-way for the project; and

WHEREAS, the Village of Rantoul is currently in the process of completing plans and specifications in the fall of 2020; and

WHEREAS, the Village of Rantoul intends to let the project in the winter of 2021 with completion in 2022, and

WHEREAS, the Village of Rantoul agrees to provide the local funding match for any ITEP funds provided to the Village; and

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

Section 1. That the Village supports this project and its application for federal ITEP funds.

Section 2. That the Mayor is hereby instructed to execute said application on behalf of the Village of Rantoul.

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

PASSED this 13th day of October, 2020.

Village Clerk

APPROVED this 13th day of October, 2020.

Village President

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Purchase of two (2) 2500 KVA pad-mount transformers from Jerry's Electric, Inc. in the amount of $56,995.00 each; and purchase of fifteen (15) 50kva pad-mount transformers from B&B Transformer Inc in the amount of $58,425.00, for a total cost of $172,415.00	DEPARTMENT: Public Works
DATE: April 5, 2022	AMOUNT: $172,415.00
ATTACHMENTS: 1. Pad-Mount Transformers	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the purchase of a one (1) 2500kva (13.8kv-277/480v) pad-mount transformer, one (1) 2500kva (12.4kv-277/480v) pad-mount transformer, and (15) 50kva (13.8kv-277/480v) pad-mount transformers.

- One (1) 2500kva (12.4kv-277/480v) pad-mount transformer will be installed at Hangar 2 for Maverick Company in order to support the customer's new electric load.
- One (1) 2500kva (13.8kv-277/480v) pad-mount transformer that will remain in inventory as a spare unit.
- Fifteen (15) 50kva (13.8kv-277/480v) pad-mount transformers are to support the Overhead to Underground Project along Broadmeadow Road.

Quotes were solicited from all known vendors. A copy of the Quote Tabulation is provided for your reference. The lowest quote meeting the specifications for the one (1) 2500kva (13.8kv-277/480v) pad-mount transformer was Jerry's Electric, Inc. in the amount of $56,995.00, one (1) 2500kva (12.4kv-277/480v) pad-mount transformer was Jerry's Electric, Inc. in the amount of $56,995.00, and (15) 50kva (13.8kv-277/480v) pad-mount transformers was B&B Transformer Inc in the amount of $58,425.00.

These items are budgeted in the FY22.

RECOMMENDED ACTION: Authorize the approval of the purchase of one (1) 2500kva

(13.8kv-277/480v) pad-mount transformer from Jerry's Electric, Inc. in the amount of $56,995.00, one (1) 2500kva (12.4kv-277/480v) pad-mount transformer from Jerry's Electric, Inc. in the amount of $56,995.00, and (15) 50kva (13.8kv-277/480v) pad-mount transformers from B&B Transformer Inc in the amount of $58,425.00.	
DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer

50 KVA TRANSFORMERS

Vendor	Lead Time	Item	QTY	Each	Total
Delta-Y Electric Company	45-48 Weeks	50 KVA 7970/13,800 240/120	15	$4,150.00	$62,250.00
B&B Transformers	40-50 Weeks	50 KVA 7970/13,800 240/120	15	$3,895.00	**$58,425.00**
T&R Electric	???	50 KVA 7970/13,800 240/120	10 (10 is the limit)	$3,187.00	$31,870.00

PURCHASE ORDER

VILLAGE OF RANTOUL
ATTN: ACCOUNTS PAYABLE
333 S. TANNER STREET
RANTOUL, IL 61866

PURCHASE ORDER NO. 045365

DATE: 3/30/2022

VENDOR #: 3615
VENDOR ADDRESS: B&B TRANSFORMER INC
2850 220 TH STREET WEST
PO BOX 96
FARMINGTON, MN 55024

SHIP TO: ELECTRIC FUND - INVENTORY
ELECTRIC WAREHOUSE
600 COOK STREET, BLDG 729
RANTOUL, IL 61866

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
03/10/2022	0000048170	03/10/2022	
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
	54111804307570		JOLENE GENSLER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
	15.00 / EA	TRANSFORMER URD 50 KVA 7970/13800GRDY 120/240	3,895.0000	58,425.00

TOTAL PURCHASE AMOUNT **$58,425.00**

Send Original and One Copy of Invoice to:
MUNICIPAL-ACCTS.PAY.
333 S. TANNER
RANTOUL, IL 61866

AUTHORIZED SIGNATURE _____

QUOTE

Quote # 030822-4

B&B Transformer
2850 220th Street West
P.O. Box 96
Farmington, MN 55024
(651) 463-2573

P.O.#

DATE: 03/08/2022
QUOTED TO: Rich Carr
PHONE: 217-892-6592
EMAIL: rcarr@village.rantoul.il.us

RANTOUL MUNICIPAL UTILITIES
Rantoul, IL
SHIP TO: Their shop
PROJECT:

ITEM NO.	QTY	DESCRIPTION	UNIT PRICE	TOTAL
		SINGLE PHASE PADMOUNT TRANSFORMER		
		60Hz, 65 degree C rise		
		TANK: Standard tank configuration/ Full size		
		HV: 13800GRDY/7970		
		LV: 240/120		
		TAPS: None		
		FUSING: Bayonet		
		SWITCH: None		
		Dead Front		
		Loop feed		
		Primary wells (2 - 200amp)		
		Primary inserts (2 - 8.3/14.4)		
		SECONDARY: (3) Stud,		
		PRESSURE RELIEF: Standard,		
		NON PCB mineral oil		
1	**15**	**50 KVA -**	**$3,895.00**	**$58,425.00**
		ADDITIONAL OPTIONS		
		NOTES:		
		DELIVERY TIME: 40-50 weeks		
		FREIGHT: Included		
		WARRANTY: 3 years		
		If during the performance of the contract, the price of materials significantly increases, through no fault of the supplier, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.		
		Quoted by : Nic Edlund	**Total**	**$58,425.00**

T&R ELECTRIC SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

"The Transformer People"
When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website http://t-r.com

Quote Rev. 92696-1
Date: 03/02/2022

Contact: Rich Carr
Company: Rantoul Light & Power

Phone: 217-892-6592
Fax: 217-892-8710
Email: rcarr@village.rantoul.il.us

Quote Summary

#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RC	10	PAD MOUNT	1	50	13800Y/7970	240/120	$3,187.00 USD	$31,870.00 USD
									Grand Total	**$31,870.00 USD**

Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 15 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.
6. Prices subject to change. Due to the current volatility of the transformer components market (including copper), prices are subject to change in the event a rapid or extreme fluctuation in price occurs between the time of order placement and sourcing of materials. A rapid or extreme fluctuation occurs when a component part increases by more than 5% from the time the order is placed, and the time materials are ordered. T&R Electric agrees to use its best efforts to obtain advantageous pricing from materials suppliers. In the event there is a price increase through no fault of T&R Electric, we will notify the customer as soon as practicable.
7. Note: In order for a Purchase Order to be entered into the work queue and receive a designated time slot for production, these conditions must be accepted, and a note of acknowledgement must be present on said purchase order.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at **jim.shafer@trelectric.com**.

Sincerely,
Jim Shafer
Sales Representative

T&R ELECTRIC
SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

"The Transformer People"
When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website http://t-r.com

Quote Rev. 92696-1
Date: 03/02/2022

Contact: Rich Carr
Company: Rantoul Light & Power

Phone: 217-892-6592
Fax: 217-892-8710
Email: rcarr@village.rantoul.il.us

Item #1 - Single Phase 50 KVA Pad Mount

Product Type: Reconditioned

Transformer Type: Pad Mount

Specifications:

KVA:	50	Phase:	1
High Voltage:	13800Y/7970	Low Voltage:	240/120
Taps:	NOT SPECIFIED		

Accessories:

- Primary Bushings, Dead Front, Loop Feed
- Secondary Bushings, Standard Stud Connectors
- Pressure Relief Device
- Pentahead Entry Assembly
- Mineral Oil (standard)
- Non-PCB Label
- Drain Plug
- Bell Green Paint
- Undercoating

Notes:

Limited inventory of units with +/- taps
Good selection of units with no taps
Expedited production and delivery NOT available for this opportunity
Actual production lead-time is 80 weeks ARO, or longer

Quantity: 10
Warranty: 36 Month Guarantee

Delivery: Fob: Destination

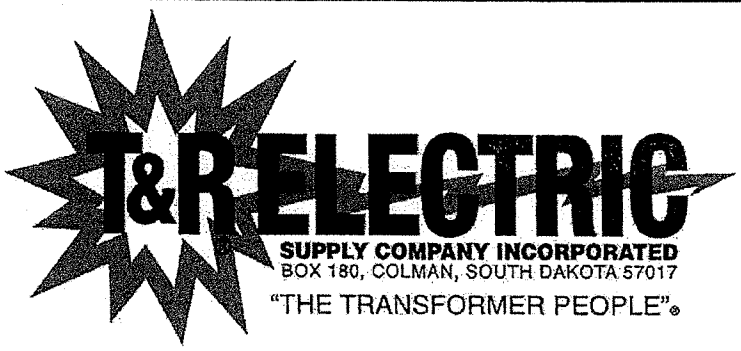
Price: $3,187.00 USD Each
Manufacturing Time: See Comments for Details

After Release to Production

Electrical Tests:

1. Transformer Turns Ratio Test
2. Polarity and Phase Relation Test
3. DC HYPOT TEST
   Performed at Two Times Rated Line Voltage Plus 1000 Volts
   a. HV to LV
   b. HV to Ground
   c. LV to Ground
4. Core Loss and Excitation Test
5. Load and No Load Testing
6. Induced Potential Test at 400 Hertz for 7200 Cycles

T&R ELECTRIC
SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017
"THE TRANSFORMER PEOPLE"®



36 MONTHS
100%
Guarantee

GUARANTEE

ALL T&R TRANSFORMERS ARE GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR 36 MONTHS UNDER NORMAL USE OR SERVICE ; THAT NORMAL USE OR SERVICE DOES NOT INCLUDE ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD.

We are not responsible for consequential losses or damages outside of this equipment nor for any repairs or replacements made by others without our written authorization. Should any unit fail within 36 months, we will either repair or replace the transformer or refund your money at our option.

Excluded under this guarantee are all newly-manufactured transformers and all transformers rebuilt by other rebuilders, in which case their guarantee will prevail.

This guarantee is expressly in lieu of other guarantees.

(605) 534-3555
(800) 843-7994
FAX: (605) 534-3861
E-MAIL: t-r@t-r.com

T&R Electric Supply Co., Inc.
STANDARD TERMS AND CONDITIONS OF SALE
Effective Date: January 23, 2020

1. Applicable Terms. These Terms and Conditions of Sale (the "Terms") apply to and govern the sale of all material, equipment, components, products, goods and/or documents (the "Products") sold by T&R Electric Supply Co., Inc. ("T&R") to Customer, unless otherwise expressly agreed in a written agreement signed by T&R. T&R offers to sell the Products solely pursuant to these Terms, and any acceptance is expressly limited to these Terms. Any terms proposed by Customer in any offer, acceptance, confirmation or other document are rejected by T&R and do not bind the parties. If Customer objects to any provisions of these Terms, such objection must be in writing and received by T&R prior to commencement of performance by T&R. If Customer fails to timely provide a written objection, Customer will be deemed to have conclusively accepted these Terms. All dollar amounts referenced herein, or payments owed under the terms hereof, refer to and shall be paid in US dollars.

2. Quotations. Each quotation is valid for 30 days from its issue date unless otherwise stated in the quotation or unless revoked by T&R prior to the issuance of Customer's purchase order.

3. Prices. Prices are subject to change by T&R without notice. Unless otherwise specified, prices will be the prices in effect at the time of written order acknowledgement by T&R, subject to any mutually agreed upon escalation formula and/or adjustment for any subsequent change to the Product requested by Customer and agreed to by T&R. Except as otherwise provided in Section 6 (Delivery/Shipment) or as otherwise agreed in writing by T&R, prices will include freight Prepaid and Allowed to the accessible common carrier point nearest the first destination designated by Customer in the 48 contiguous United States on the next available T&R truck delivering to Customer's area, unless immediate shipping is required by Customer, in which case such charges are not included in the original quote and shall be additionally paid by Customer. In the event of a price change, the effective date of the change will be the date shown on the revised quotation. Where a price change is made by letter, fax or email, the effective date may be given as part of the letter, fax or email. Pallets are not included in the price of quote and must be requested separately by Customer. Pallets and export packaging provided by T&R will not be fumigated and any special requests shall be made in advance, and may not be available through T&R. Customer shall give at least two weeks' notice to T&R in the event witness tests are required by Customer, and charges for such tests will be set by T&R but will be no less than $1,000 per day.

4. Taxes. The price quoted by T&R for the Products does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter apply. Customer shall be solely responsible for paying all such applicable taxes. Payment by T&R of any such taxes will be for the account of Customer, and shall be immediately reimbursed by Customer to T&R. Where Customer's or the end-user's destination is located outside of the United States, Customer shall pay all customs, duties and local customs broker fees and costs (U.S. and/or non-U.S.), as well as all other non-U.S. taxes of any type.

5. Payment. Payment terms are 30 calendar days from the date of invoice, unless otherwise agreed in writing by T&R. If the financial condition of Customer at any time prior to shipment is reasonably questioned by T&R, T&R may require payment in advance by Customer or cancel any outstanding order, without any liability or obligation to Customer and whereupon, in the event of cancellation, T&R will be entitled to receive reasonable cancellation charges. If any payment is not made when due, Customer shall pay a late charge equal to the greater of 1½% per month cumulative or the highest applicable rate allowed by law on all principal outstanding and prior assessed late charges. In addition, Buyer shall pay T&R all costs and expenses incurred by T&R in enforcing these Terms, including reasonable attorneys' fees.

6. Delivery/Shipment. Unless otherwise agreed in writing by T&R, all orders of Products with net invoice values of $1,000 or more are shipped F.O.B. Colman, South Dakota Prepaid and Allowed, and all orders with net invoice values of less than $1,000 are shipped F.O.B Colman, South Dakota Prepaid and Added. All shipments are F.O.B. accessible common carrier point nearest first destination designated by Customer in the 48 contiguous United States on the next available contracted carrier truck delivering to Customer's area, unless immediate shipping is required by Customer (which charges are not included in the original quote, freight prepaid, and shall be paid by Customer).

Cartage (Store Door Delivery): Transportation charges incurred from the nearest accessible common carrier point to final destination or to shipside (in case of shipment to U.S. possessions) are the responsibility of Customer unless the common carrier furnishes store delivery at no extra charge.

Method of Shipment: T&R will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Customers requiring shipment by a method or routing other than that of T&R's selection will be billed any excess or premium in transportation charges. Any charges for special services, including special train, lighterage, coordinated arrival times of multiple trucks or other modes of conveyance shall be paid or reimbursed by Customer.

Shipping Dates: Shipping dates contained in quotations are approximate and are based on receipt of complete information with the order. If drawing approval by Customer is required, drawings must be returned to T&R by Customer and released to production within 14 days, in writing, by email, facsimile or first class mail. Upon release to production, a shipment date will be determined by work load level at the time of release and may not be the same as initially quoted. An acknowledgement shipment date will be provided upon Customer request.

Customer Pick-Up: No allowance will be made in lieu of transportation if Customer accepts shipment at the factory or warehouse or freight station.

Will Call Orders: Customer expressly consents that will-call orders (e.g. orders for which Customer elects to arrange for transportation) will be invoiced on the later of the contractually acknowledged shipment date or the date of Product completion. T&R will not be responsible in any way for Customer's inability to secure timely transportation or any other delay by Customer or its service providers whatsoever. Any applicable storage charges of completed Products will be in accordance with Section 17 (Delayed Shipment).

Shipment Damage: Except in the event of F.O.B. Destination shipment, T&R will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. Destination basis, Customer shall unpack immediately and, if damage is discovered, shall: (i) not move the Product from the point of examination; (ii) retain shipping container and packing material (if applicable); (iii) notify the carrier of any apparent damage in writing on carrier's delivery receipt and request carrier to make an inspection; (iv) notify T&R within 72 hours of delivery; and (v) send T&R a copy of the carrier's inspection report.

Inspection and Acceptance: Products will be deemed accepted by Customer upon receipt. Should a Product not comply with required technical specifications, Customer shall notify T&R in writing of any alleged noncompliance within two calendar days of receipt and off-loading. Any notification of alleged noncompliance must cite each specification criteria that is alleged to be non-compliant, with evidence of the deviation. Correction of any confirmed noncompliance will be in accordance with T&R's obligations under Section 8 (Warranty).

7. Force Majeure. T&R shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to: acts of God; acts or omissions which are substantially attributable to Customer or Customer's service providers; fire; floods, hurricanes, tornadoes or other unusually severe or harsh weather conditions; strikes or other labor difficulties; any act or failure to act or delay in acting on the part of any governmental authority or entity; changes in law; epidemics; quarantine restrictions; war; insurrection or riot; acts of a civil or military authority; title or environmental issues; embargoes; fuel or energy shortage; blockage; transportation delays or accidents; inability to obtain necessary labor, material or manufacturing facilities from usual sources; or delays of subcontractors. In the event of delay in performance due to any such cause, the date of shipment or time for completing will be extended by a period of time equal to the greater of (i) the time reasonably necessary to overcome the effect of such delay, or (ii) the time equal to the period of the delay.

8. Warranty. T&R warrants to Customer that, for the length of time stated in the quote given by T&R to Customer (or if no length of time is stated, for a period of one year from the date of invoice), the Products will be free from defects in material and workmanship under normal use, service and conditions. T&R shall have no liability for the failure of any Product to conform with this warranty if such failure is caused by abnormal stresses (such as stresses caused by incorrect primary voltage, frequency or improper overload), accident, misuse, neglect, alteration, improper installation or repair, inadequate maintenance, normal wear and tear, or use contrary to any product specifications or instructions of T&R. Customer may elect, at Customer's sole expense, to install, use and maintain a metering device that will record values for current (amps), voltage (V), frequency (Hz), loading of the transformer (kW), and such other information as may be required by T&R (collectively, the "Metered Information"). In the event of a defect or other failure of the Product, Customer is required to provide Metered Information regarding the Product to T&R, and such Metered Information will be used by T&R to determine whether the alleged defect or failure is covered by this warranty. If Customer elects not to install, use, and maintain a metering device, or otherwise fails to provide Metered Information to T&R, T&R shall analyze the Product and make the determination, in its sole discretion, whether the alleged defect or failure is covered by this warranty. In the event a Product fails to conform to this warranty during the warranty period, T&R, at its sole option, will repair the Product, replace the Product, or refund the purchase price of the Product to Customer. Excluded from this warranty are all newly manufactured transformers, regulators, switches and other equipment and all transformers, regulators, switches and other equipment rebuilt by other rebuilders, in which case such other manufacturers' or rebuilders' warranties will apply and be Customer's exclusive warranty to be enforced directly by Customer against such third party. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY CONSTITUTES T&R'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY OR OTHER NONCONFORMITY OF PRODUCTS. T&R MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. T&R does not extend this warranty, and Customer may not transfer it, to any third party; in the event this warranty is deemed to extend to any third party, this warranty shall be subject to all conditions and limitations of these Terms.

9. Limitation of Liability. The total, aggregate, and cumulative liability of T&R, and its affiliates, parent, subsidiaries, shareholders, directors, officers, employees, agents, assigns and their respective predecessors and successors, to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, shall in no event exceed the amount paid by Customer for the Product giving rise to such liability. The existence of multiple claims with respect to the same Product will not enlarge this limit.

Under no circumstances will T&R be liable to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, for any punitive, special, incidental, indirect or consequential damages or losses of any nature, even if Customer advised T&R in advance of the possibility of such damages, including without limitation loss of profit, loss of production, loss of contract, loss of revenue, cost of replacement power or temporary equipment, claims of Customer's customers, cost of money, loss of investment or business opportunity, increased operating costs, financing costs or government fines, penalties or sums due.

No action, regardless of form, arising with respect to any Product may be brought by Customer more than one year after the event giving rise to the cause of action occurred. T&R shall be entitled to the payment of its attorneys' fees and costs in the event T&R is forced to defend a legal action by Customer on a claim precluded by this section. The remedies of Customer set forth in these Terms are exclusive and include anything done in connection with the Products, such as the performance or breach of these Terms or the manufacture, sale, repair, replacement, delivery, resale or use of the Products.

Customer acknowledges that T&R set its prices, and agreed to sell the Products to Customer, in reliance on the limitations of liability, disclaimer of warranties, and remedies set forth in these Terms,

and that such provisions form an essential basis of the bargain between the parties, without which T&R would not have agreed to sell the Products to Customer.

10. Delay Damages. In the event T&R fails to deliver a Product at the time required by an order, T&R's liability for such delay shall be limited by these Terms (including, but not limited to, Section 9 (Limitation of Liability)) and in no event shall exceed an amount equal to 5% of the purchase price of the Product at issue. Such compensation shall represent full and final satisfaction of T&R's liability for delay. Customer shall be entitled to the delay damages described in this section only if Customer substantiates through appropriate and reliable documents the damages it incurred due to the late performance of T&R. Customer shall be entitled to such damages only if T&R fails to meet the final shipment date of a Product; no delay damages shall apply with respect to any intermediate milestone or deliverable. Any amounts payable by T&R pursuant to this section shall be subject to the terms of Section 9 (Limitation of Liability), including the total, aggregate liability cap set forth therein. Customer shall use all reasonable efforts to mitigate the effect of any delay caused by T&R. In no event shall T&R be liable for delay damages where late shipment was caused by a force majeure event as defined in Section 7 (Force Majeure), a suspension of the work, a change order or modification to the Product requested by Customer, or any other act or omission of Customer or end-user which contributed to the delay at issue.

11. Intellectual Property. The sale by T&R of a Product does not convey or grant any license, express or implied, to Customer regarding any of T&R's intellectual property, including but not limited to any patents, copyrights, trademarks, trade secrets, designs, artwork or other proprietary rights, except Customer's non-exclusive right to use such intellectual property solely for the purpose of, and only to the extent necessary for, use of the Product in accordance with T&R's specifications or use documentation.

12. Transfer. In the event Customer sells, assigns or otherwise transfers a Product or any right or interest therein to a third party, such third party shall be bound by these Terms in the same manner as Customer. In the event such third party is for any reason determined to not be bound by these Terms, Customer shall indemnify, defend and hold harmless T&R from and against all liability of T&R to such transferee or any subsequent transferee in excess of what T&R's liability would have been if such transferee had been bound by these Terms in the same manner as Customer.

13. Title; Risk of Loss. Title to the Products will pass to Customer at the point of delivery to Customer. Risk of loss of the Products will pass to Customer upon the earlier of the invoicing date or the date of delivery to Customer. Until such time as Customer has paid T&R in full for a Product, Customer shall perform all acts necessary to protect the Product free of claims, demands, liens and encumbrances, to insure the Product for its full replacement value at Customer's expense, and, to the extent Customer owes T&R any amount under the purchase order, hold the proceeds of any insurance claim in respect of the Product in trust for T&R.

Without prejudice to any other remedy or right of T&R, if Customer fails to timely pay for a Product delivered to Customer, T&R may take possession of the Product and sell it. Customer irrevocably authorizes T&R or its agents to enter any premises owned, leased or otherwise occupied by Customer for the purpose of taking possession of the Product. If T&R takes possession of and sells a Product, Customer continues to be liable to T&R for an amount equal to the aggregate of the unpaid amounts and costs and expenses incurred by T&R in taking possession of, transporting, storing and selling the Product, less an amount equal to the proceeds of the sale.

14. Contract Variations. The following terms apply to purchase order variations.

Drawing Approval and Changes: If Customer approval of drawings is required, such review, comment or approval must be received by T&R no later than 14 calendar days after submittal of drawings by T&R to Customer. If Customer fails to meet this requirement, or if the Product has not otherwise been released to production within 30 calendar days of written order acknowledgement by T&R, the order shall be subject to adjustment of price and shipment terms. Where Customer's specifications are not sufficiently detailed, T&R reserves the right to design the Product in accordance with T&R's professional judgment and good commercial practices. If at any time Customer makes changes to a design as covered in Customer's specifications, the order shall be subject to adjustment of price and shipment terms to reasonably cover any additional costs and commitments caused by the change.

Hold: An order placed on hold by Customer for any reason, or by T&R while awaiting payment of overdue invoices, will be taken out of the production schedule. If/when the hold is removed, the order will be rescheduled from that subsequent release date at the then prevailing lead-time, and Customer shall be responsible for all additional costs and expenses associated therewith.

Change Order: A change order submitted by Customer for a previously acknowledged purchase order is subject to additional charges. Changes to purchase orders that have not been released for production are subject to price adjustments for changes to the Products and the costs of technical and administrative services, as well as applicable material and/or restocking costs. Changes made to purchase orders that have been released to production are subject to these same price adjustments, plus $500 per change for production disruption and inefficiency costs. Lead-time extensions may result, depending on the nature of the changes.

Customer Supplied Material: In the event T&R agrees to install Customer-supplied material, the following additional terms shall apply:
(i) T&R will not be responsible for delays in shipment caused by delays in the receipt of Customer-supplied material. Such delays will be subject to possible price adjustments due to Customer-induced delays and disruptions.
(ii) Customer shall supply T&R all applicable technical data and drawings, in sufficient detail as determined by T&R, at time of order entry, so as to ensure the Product design can be made to accommodate form, fit, function and interface with Customer-supplied material.
(iii) Failure by Customer to supply the correct material per the detailed technical data supplied at the time of order may result in delays in shipment and price adjustments.
T&R will not be responsible for Customer-supplied material that is inferior, damaged or defective. In such an event, delays in shipment may result and shall be subject to price adjustments in favor of T&R.

Service Conditions: Liquid-filled transformer products supplied by T&R shall be suitable for operation within the "usual service conditions" as defined in IEEE Standard C57.12.00, Section 4.1. These usual service conditions include, without limitation, the following:
(i) The transformer is designed for step down duty.
(ii) The transformer is designed for operation at the rated kVA, at 3300 feet altitude, without exceeding temperature limits, provided the average temperature of the ambient air does not exceed the limits as listed below. The dielectric strength of the bushings and arrestors will be suitable to allow satisfactory operation at 3300 feet.
(iii) The temperature of the ambient air may not exceed 40 degrees C at any one time and the average temperature of the ambient air, for any 24 hour period, may not exceed 30 degrees C.
(iv) The input voltage when applied to any rated tap, at rated frequency, may not result in an output voltage greater that 110% at no load, and 105% at rated output load. The output load power factor must be 80% or better.
(v) When unusual or special service conditions occur or exist, such as damaging or explosive vapors, abnormal vibrations, shocks, transportation or storage conditions, poor wave form, unbalanced voltage, or planned regular short circuits, or service conditions other than those described in (i), (ii), (iii) or (iv) above, it is the responsibility of Customer to bring these conditions to the attention of T&R at the time a quotation is requested by Customer.
Failure by Customer to expressly provide advance notice to T&R of any unusual or special service conditions which do not meet the above shall render the Product warranty void.

15. Termination by Customer. An order or contract may be terminated by Customer only by written notice to T&R and upon payment to T&R of the termination charges described in this section, which must be paid with 30 days of the notice of termination.

Where the order is in process, but the Product is not released for manufacture, cancellation charges paid by Customer to T&R shall equal the cost of materials that are not useable on other orders, plus 20% of the price of the Product noted on the purchase order.

Where the order is in process and the Product is released for manufacture, the following charges shall be paid by Customer to T&R, based on stage of production:

If engineering is complete, 25% of the Product price
If purchasing is complete, 50% of the Product price
If materials have been received by T&R, 75% of the Product price
Within six weeks of acknowledged date of shipment, 100% of the Product price

16. Suspension by Customer. Any order held or delayed or rescheduled at the request of Customer shall be subject to the prices and conditions of sale in effect at the time of the release of the hold or reschedule. Any such order held or delayed beyond 30 calendar days will be treated as a Customer termination pursuant to Section 15 (Termination by Customer).

17. Delayed Shipment; Storage. When a Product is ready for shipment and shipment cannot be made because of reasons beyond T&R's control, T&R shall submit an invoice for the Product due and payable in accordance with the agreed payment terms, and T&R, upon written notice to Customer, shall store the Product, subject to the terms of this section.

Notwithstanding anything to the contrary herein, risk of loss of the Product shall pass to Customer upon moving the Product to storage. All expenses incurred by T&R in connection with the storage of the Product, including demurrage, cost of preparation for storage, storage charges, insurance and handling charges, shall be payable by Customer upon submission of invoices by T&R.

T&R, in its sole discretion, may agree to store completed Products for a maximum of two weeks at no additional charge on a space available basis, with the understanding and the hereby expressed consent of Customer that the date of invoice will be the date the Product was originally scheduled to ship and that payment terms will not be changed. After such two-week timeframe, a storage charge of $250 per Product per week, or part thereof, will be assessed and billed monthly to Customer.

18. Termination by T&R. T&R shall have the right to terminate an order at any time in the event Customer breaches these Terms. T&R shall notify Customer of termination by written notice.

19. Returning of Product. No Product may be returned to T&R by Customer, except with the prior written agreement of T&R and subject to the terms specified therein by T&R.

20. Product Notices. Customer shall provide the end-user of a Product with all T&R-supplied Product and patent notices, warnings, instructions, recommendations and similar materials. Under no circumstances shall Customer or the end-user remove any such information which may be affixed to the Product or to the related materials shipped with the Product.

21. United States Export Controls. Customer acknowledges that the Products and all documentation and other technical information delivered pursuant to these Terms is subject to export controls under U.S. laws, including but not limited to the Export Administration Act and the regulations promulgated thereunder. Customer shall comply with all legal requirements established under these controls and cooperate fully with T&R in any official or unofficial audit or inspection that relates to these controls. Customer shall not export, re-export, divert or transfer, directly or indirectly, the Products or any documentation or other technical information delivered pursuant to these Terms to any country, or to the nationals of any country, which the U.S. government determines is a country to which such export, re-export, diversion, transfer or disclosure is restricted. Customer shall defend, indemnify and hold harmless T&R from and against any claims, liability and expenses arising from or related to any breach of this section by Customer. T&R's obligation to deliver the Products to Customer is conditioned upon Customer's attainment of all required licenses and permits.

22. Testing and Acceptance of Goods. Testing of the Products before shipment is done in accordance with T&R's standard factory test procedures. Upon Customer's request, T&R will provide test reports for the Products. In the event Customer requests testing other than T&R's standard factory tests and/or requests witness testing and/or inspections, Customer shall pay for all such additional testing, witness costs, and all associated charges.

23. Severability. If any provision of these Terms is found to be in violation of law or unenforceable, the remainder of these Terms shall remain in full force and effect.

24. No Assignment. Neither these Terms nor any rights, interest or benefits of Customer hereunder may be assigned by Customer to any other party, except upon the prior written consent of T&R.

25. Disputes; Choice of Law; Venue. If any dispute arises under these Terms between Customer and T&R, no action, suit, arbitration or other proceeding may be commenced before the parties have attempted to resolve the dispute pursuant to mediation, unless immediate injunctive relief is being sought. The validity, performance, construction, and effect of any purchase order which is subject to

these Terms shall be governed by the laws of the State of South Dakota, without regard to its choice of law rules or those of any other jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Products sold by T&R to Customer or any agreement or dispute between the parties. The sole and exclusive jurisdiction and venue for any legal action arising from or related to a dispute between T&R and Customer with respect to the Products, a purchase order, these Terms or any related matter shall be in the federal or state courts located in the State of South Dakota, and the parties consent to such jurisdiction and venue.

Rich Carr

From: Dale Robinson <delta-y@live.com>
Sent: Tuesday, March 8, 2022 8:40 AM
To: Rich Carr
Subject: Re: Transformer quote

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Good Morning Rich,

It was a pleasure to meet you and discuss the transformer need of the city.

Here's your Quote for the units listed below.

Quantity	Description
15	50 KVA Single Phase Padmount Transformers HV: 13800GrdY./7970 95 KV Bil LV: 240/120 30 KV Bil Dead Front - Loop Feed - Bay-O-Net Fuse With HV Taps 2-2.5% Above & Below 100% 5/8" Stud Low Voltage Connectors Standard Accessories Standard 1 Year Warranty

NEW Transformer Unit Price $4150.00 Each
Delivery 45-48 Weeks ARO

Rebuilt Transformer Unit Price $3650.00 Each
Delivery 25- 28 Weeks ARO

Thanks for the Quote Opportunity - Any questions please email or call.

Thanks,

Dale Robinson
Delta-Y Electric Company
delta-y@live.com
Phone 573-866-2911

From: Rich Carr <RCarr@village.rantoul.il.us>
Sent: Wednesday, March 2, 2022 8:45 AM
To: Rich Carr <RCarr@village.rantoul.il.us>
Cc: Matt Caldwell <mcaldwell@village.rantoul.il.us>; Randy Etheridge <REtherid@village.rantoul.il.us>; Jolene Pacunas

<jpacunas@village.rantoul.il.us>
Subject: Transformer quote

Hello,
My name is Rich Carr, I am the new inventory control specialist for the village of Rantoul.
I am looking to quote (15) 50 KVA pad mount transformers. 120/240, primary 7970/13800 with tap lead changes. Please send quote with an ETA.

Thank you,

Rich Carr
Village Of Rantoul
Inventory Control Specialist
217-892-6592

2500 KVA TRANSFORMERS

Vendor	Lead Time	Item	Total
Jerry's Electric Inc	40-44 Weeks	2500 KVA 7200/12,400 277/480	$56,995.00
		2500 KVA 7970/13,800 277/480	$56,995.00
		Total	**$113,990.00**
Delta-Y Electric Company	60-70 Weeks	2500 KVA 7200/12,400 277/480	$88,500.00
		2500 KVA 7970/13,800 277/480	$88,500.00
		Total	$177,000.00
B&B Transformers	not currently selling 2500 KVA	2500 KVA 7200/12,400 277/480	no quote
		2500 KVA 7970/13,800 277/480	no quote
		Total	

PURCHASE ORDER

VILLAGE OF RANTOUL
ATTN: ACCOUNTS PAYABLE
333 S. TANNER STREET
RANTOUL, IL 61866

PURCHASE ORDER NO. 045368

DATE: 3/30/2022

VENDOR #: 1049
VENDOR ADDRESS: JERRY'S ELECTRIC INC
P.O. BOX 209
HIGHWAY 77 NORTH
COLMAN, SD 57017

SHIP TO: ELECTRIC FUND - INVENTORY
ELECTRIC WAREHOUSE
600 COOK STREET, BLDG 729
RANTOUL, IL 61866

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
03/15/2022	0000048194	03/15/2022	
FOB	ACCOUNT NUMBER		AUTHORIZED BY
DESTINATION	54100001300000		JOLENE GENSLER

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
	1.00 / EA	TRANSFORMER URD 2500KVA3P7200/12.4 277/480	56,995.0000	56,995.00
	1.00 / EA	TRANSFORMER URD 2500KVA3P7970/13800GY 277/480Y	56,995.0000	56,995.00

TOTAL PURCHASE AMOUNT **$113,990.00**

Send Original and One Copy of Invoice to:
MUNICIPAL-ACCTS.PAY.
333 S. TANNER
RANTOUL, IL 61866

AUTHORIZED SIGNATURE _____

Jerry's Electric, Inc.

March 8th, 2022

PH: 217-892-6592
Fax
Proposal#:Rantoul2500382022

Rantoul Light and Power
333 South Tanner
Rantoul, IL. 61866

Attn: Rich

Jerry's Electric is pleased to quote the following price to you for a remanufactured three-phase oil filled pad mount transformers:

Primary Voltage: Below **New Copper Primary Windings**
Dead Front with wells and 15KV 200 amp inserts
Bayonet Fusing
Loop Feed
Taps: 2@ 2.5% above and below nominal
Secondary Voltage: 480y/277 **New Copper Secondary Windings**
Oil level, Oil temperature, Pressure/Vacuum gauges
10 hole spades with supports

1) 2500 KVA---------- $56,995.00 (12470y/7200)
1) 2500 KVA---------- $56,995.00 (13800y/7970)

Ready to ship: 40-44 weeks ARO (Sooner if production allows) with freight allowed to Rantoul IL

QUOTES ARE GOOD FOR 30 DAYS

The transformers will be filled with new transformer oil, and will carry our standard 3 Year Warranty from the date of delivery.

We appreciate the opportunity to quote you on the above units. Please do not hesitate to call with any questions or if we can be of further assistance.

Thank you,

Greg Fritz
Sales Representative, Jerry's Electric, Inc.

P.O. Box 209 – Colman, SD – 57017-0209 – Ph. 800-843-9834
E-mail: gfritz@jerryselectric.com - Website: www.jerryselectric.com

Rich Carr

From: Greg Fritz <gfritz@jerryselectric.com>
Sent: Tuesday, March 8, 2022 10:17 AM
To: Rich Carr
Subject: RE: Quotes for 2500 KVA transformers
Attachments: Rantoul2500s382022IL.doc

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.
Rich here is the quote for the 2-2500 KVA three phase pad mounts. We have to full wind these units so the primary and secondary windings will be new copper. Let me know how it gors. Thanks Greg

From: Rich Carr [mailto:RCarr@village.rantoul.il.us]
Sent: Monday, March 7, 2022 7:37 AM
To: Rich Carr <RCarr@village.rantoul.il.us>
Cc: Jolene Pacunas <jpacunas@village.rantoul.il.us>
Subject: Quotes for 2500 KVA transformers

Good morning,

I am looking for a quote on the following 2 types of 3 phase transformers:

1 qty) 2500 KVA 7200/12,400 277/480

1 qty) 2500 KVA 7970/13,800 277/480

Please include ETAs

Thank you,

Rich Carr
Village Of Rantoul
Inventory Control Specialist
217-892-6592

Jerry's Electric, Inc.

March 8th, 2022

Rantoul Light and Power
333 South Tanner
Rantoul, IL. 61866

PH: 217-892-6592
Fax
Proposal#:Rantoul2500382022

Attn: Rich

Jerry's Electric is pleased to quote the following price to you for a remanufactured three-phase oil filled pad mount transformers:

Primary Voltage: Below **New Copper Primary Windings**
Dead Front with wells and 15KV 200 amp inserts
Bayonet Fusing
Loop Feed
Taps: 2@ 2.5% above and below nominal
Secondary Voltage: 480y/277 **New Copper Secondary Windings**
Oil level, Oil temperature, Pressure/Vacuum gauges
10 hole spades with supports

1) 2500 KVA---------- $56,995.00 (12470y/7200)
1) 2500 KVA---------- $56,995.00 (13800y/7970)

Ready to ship: 40-44 weeks ARO (Sooner if production allows) with freight allowed to Rantoul IL

QUOTES ARE GOOD FOR 30 DAYS

The transformers will be filled with new transformer oil, and will carry our standard 3 Year Warranty from the date of delivery.

We appreciate the opportunity to quote you on the above units. Please do not hesitate to call with any questions or if we can be of further assistance.

Thank you,

Greg Fritz
Sales Representative, Jerry's Electric, Inc.

P.O. Box 209 – Colman, SD – 57017-0209 – Ph. 800-843-9834
E-mail: gfritz@jerryselectric.com - Website: www.jerryselectric.com

Rich Carr

From: Dale Robinson <delta-y@live.com>
Sent: Tuesday, March 8, 2022 10:00 AM
To: Rich Carr
Subject: Re: Quotes for 2500 KVA transformers

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.
Good Morning Rich,

Here's your Quote:

Quantity	Description	
1	2500 KVA Three Phase Padmount Transformers	
	HV: 12470Y/7200 or 13800Y/7970	95 KV Bil
	LV: 480Y/277	30 KV Bil
	Dead Front - Loop Feed - Bay-O-Net Fuse	
	With HV Taps 2-2.5% Above & Below 100%	
	Spade type Low Voltage Connectors	
	Standard Accessories	
	Standard Warranty	

New Transformer Price $88,500.00/Each
Delivery 60-70 Weeks ARO

Rebuilt Transformer Price $65,000.00/Each
Delivery 45-50 Weeks ARO

FYI - It helps me ALOT if you put a "Reply By Date" on your Request for Quote's - That helps me to schedule Quotes - Thanks

Dale Robinson
Delta-Y Electric Company
delta-y@live.com
Phone 573-866-2911

From: Rich Carr <RCarr@village.rantoul.il.us>
Sent: Monday, March 7, 2022 7:36 AM
To: Rich Carr <RCarr@village.rantoul.il.us>
Cc: Jolene Pacunas <jpacunas@village.rantoul.il.us>
Subject: Quotes for 2500 KVA transformers

Good morning,

I am looking for a quote on the following 2 types of 3 phase transformers:

1 qty) 2500 KVA 7200/12,400 277/480

1 qty) 2500 KVA 7970/13,800 277/480

Please include ETAs

Thank you,

Rich Carr
Village Of Rantoul
Inventory Control Specialist
217-892-6592

Rich Carr

From: Nic Edlund <nic@bbtransformer.com>
Sent: Monday, March 7, 2022 7:42 AM
To: Rich Carr
Cc: Jolene Pacunas
Subject: RE: Quotes for 2500 KVA transformers

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.
Rich

We aren't selling any 2500's right now. We have been having a lot of trouble getting parts and materials for them so we wouldn't be able to quote a lead time either. Sorry.

From: Rich Carr <RCarr@village.rantoul.il.us>
Sent: Monday, March 7, 2022 7:37 AM
To: Rich Carr <RCarr@village.rantoul.il.us>
Cc: Jolene Pacunas <jpacunas@village.rantoul.il.us>
Subject: Quotes for 2500 KVA transformers

Good morning,

I am looking for a quote on the following 2 types of 3 phase transformers:

1 qty) 2500 KVA 7200/12,400 277/480

1 qty) 2500 KVA 7970/13,800 277/480

Please include ETAs

Thank you,

Rich Carr
Village Of Rantoul
Inventory Control Specialist
217-892-6592

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Purchase a West Channel Dimminutor Grinder for Pump Station 557 from Franklin Miller Inc. in the amount of $65,500.00	DEPARTMENT: Public Works
DATE: April 5, 2022	AMOUNT: $65,500.00
ATTACHMENTS: 1. West Channel Dimminutor Grinder	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

This Agenda Item provides for the purchase of a new West Channel Dimminutor Grinder at Pump Station #557. The pump station has two Dimminutor Grinders that were installed in the early 90's. The Dimminutor on the east channel was rebuilt in 2017, so staff anticipate that it will last a few more years. These are extremely important to this lift station as they keep rags, rocks, or any foreign matter from passing through to the pump.

Franklin Miller is the only company that carries the Dimminutor Brand that matches the existing West Channel Dimminutor Grinder at Pump Station #557. This is a sole source purchase.

This failure of the grinder was unexpected, so the purchase wasn't budgeted. Therefore, it will come out of the Wastewater Reserves (536-1180-430-75-70).

RECOMMENDED ACTION: Authorize the purchase of a new West Channel Dimminutor Grinder at Pump Station #557 in the amount of $65,500.00.

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

Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 55082

March 16, 2022

Travis Ramme
Village Of Rantoul
333 S. Tanner Avenue
Accounts Payable Dept.
email invoices: jpacunas@myrantoul.com
Rantoul, IL 61866 USA
Phone: 217-493-1678
tramme@myrantoul.com

Your Local Representative:
Municipal Equipment Company, Inc.
Attn: Don Buerk
Tel: 314-645-2400
email: dbuerk@munequip.com

Salesperson:
Thomas Zangoglia, Regional Sales Manager
tomz@franklinmiller.com

Dear Travis ,

We are pleased to quote on the following model DM25 Dimminutor:

Project: Replace DM-T25, SN 5825A

Quantity		Description	Price	Totals
		Ref: Matl: WASTEWATER Max: 13.0 MGD		
1	EA	**Model DM-T25 Dimminutor® Open Channel Comminutor including:** - Heavy-Duty Body Housing - CS - Cantilevered Drive design - Mechanical seal -located above cutters - Stationary And Rotary Cutters - Hardened SS - Sizing Screen - Heavy-Duty, Stainless steel - Painted 2 Coats Heavy Epoxy Coating - Osha Blue		
1	EA	**Drive and Motor - Submersible** - Full Submersible Capability - 3HP Submersible Explosion Proof, 230/460V. 3ph, 60 hz. Motor - 50 Feet of Cable - Sealed Gear Reducer - Vertical - Oil Filled		
1	EA	**Automatic Reversing Controller, Model S25060** - Nema 4X FRP Enclosure - PLC logic control, IEC starters - LED Indicators - for long life - Current Sensing Auto-Reversing Program		
1	EA	**CF1000 Channel Frame-304SS**		
1	DY	**Startup Services - By Rep** - Installation Inspection - Warranty Certification - O&M instructions If more than one day, Days are Consecutive. Normal Day Rate includes up to 8 hours,		

Total Lump Sum: $65,500.00

Franklin Miller Inc.
60 Okner Parkway
Livingston, NJ 07039 USA

Tel 973-535-9200
Fax 973-535-6269
info@franklinmiller.com

Quote No: 55082

March 16, 2022

Prices are Valid Until Friday, April 15, 2022
Terms: Net 30 days from shipment (subject of approval by Franklin Miller, Inc. Accounting Dept.).
Freight Allowed to Jobsite.

Delivery is 14 weeks after receipt of PO.

Freight & Sales Tax (CA, NY, NJ) if applicable, will be added to Invoice.

Thank you for this opportunity to be of service.

This quote is subject to Franklin Miller Standard Warranty, Terms and Conditions attached. Prices do not include applicable taxes.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS
DATED 5/30/2019

1. ENTIRE AGREEMENT

Any order resulting from a Franklin Miller ("SELLER") proposal shall be bound by the following Terms and Conditions. Any exception to these Terms and Conditions by the BUYER shall not be binding on SELLER unless agreed to in writing upon the parties hereto, their successors and assigns.

2. LIMITED WARRANTY

SELLER warrants the goods sold hereunder to be free from defects in material and workmanship under normal use and service not arising from misuse, negligence or accident, or unauthorized modification of the equipment, in connection with the use, installation, and transportation of the goods by BUYER, its agents, servants, employees or by carriers. SELLER's obligations under this warranty are limited to remedying any deficiencies in the goods at such place or places in the United States of America as may be designated by SELLER. This warranty shall pertain to any part or parts of any goods to which BUYER has, within (12) months after date of shipment given written notice of a claimed defect to the SELLER. The BUYER shall be required to furnish SELLER with details of such defects and this warranty shall be effective as to such goods which upon SELLER's examination shall disclose to its satisfaction to have been defective and which at SELLER's option shall be repaired in place if required for a warranty repair. The BUYER at his expense shall make available in a suitable location for repair by SELLER or promptly thereafter be returned to SELLER, at BUYER's, or its nominee's expense. If upon examination it is determined by the SELLER that the repair or replacement does not fall within the warranty as set forth in this clause, an estimate for cost of repair will be provided to the BUYER. This warranty is expressly in lieu of all other warranties expressed or implied. In no event shall the SELLER be liable to the BUYER or to any other person for any loss or damage, direct or indirect, arising out of or caused by the use or operation of the goods, or for the loss of profits, business, or good will. Under no circumstance will SELLER be liable for any of the following: (1) third party claims against BUYER for losses or damages including liquidated damages: (2) loss of or damage to BUYER's records or data; or (3) economic consequential damages (including loss of profits or savings) or incidental damages even if SELLER is informed of their possibility. Excluded from the warranty herein are (a) defects in parts or components not manufactured directly by SELLER (SELLER will, however, pass on the remaining balance of the purchased equipment manufacturer's warranty) or not part of SELLER's standard design or are supplied pursuant to special BUYER's requirements; (b) certain parts which are subject to wear and tear from abrasive action or use thereof; and (c) any part that has been subjected to misuse. SELLER's liability is limited to furnishing or repairing at SELLER's option parts determined by SELLER to be defective. **NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE (EXCEPT AS TO TITLE) OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO PRODUCTS SOLD BY US.** In the case of delayed start-up, SELLER shall provide recommended maintenance and long-term storage instructions, including documentation forms which BUYER must complete in order to maintain this warranty. BUYER's failure to adhere to said maintenance instructions for any piece of the equipment shall void this warranty. Further, no waiver, alteration, or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of SELLER. If the BUYER is in default of Clause 6 (Payment of Purchase Price) this warranty is null and void unless reinstated by SELLER.

3. FORCE MAJEURE

The obligation of SELLER hereunder shall be modified or excused for reasons of act of God, war, changes in law or regulations, strikes or lock-outs, fire, breakdown of machinery, or if for any other cause beyond SELLER's control, including supplier delay, the goods cannot be delivered, or their delivery becomes delayed in whole or in part. In the above instances, time for delivery shall be extended for the period of the delay caused, with the proviso, however, that either party may cancel in writing the undelivered portion of the order or contract if the delay exceeds six (6) months from the delivery date originally confirmed by SELLER. In no event shall SELLER become liable in the aforesaid instances to BUYER or any third party for consequential damages, liquidated damages, particularly described in ARTICLE 2 herein.

4. DELIVERY

(a) All quoted delivery dates and/or periods are approximate. Unless otherwise agreed, delivery of the goods is F.O.B. Factory or (EX WORKS - INCOTERMS 2000). Delivery to any common carrier shall constitute delivery to BUYER, and thereafter the risk of loss or damage to the goods shall be upon BUYER. Delays by BUYER, Owner, or the engineer of the BUYER or Owner in furnishing necessary technical information or documents, or delays caused by order modifications requiring additional production time, shall result in a corresponding postponement of the delivery date.

5. SHORTAGE OR DAMAGE OF DESTINATION SHIPMENTS

Any claims of shortage or damage on destination shipments must be made in writing within ten (10) days after delivery of the goods (as to which such claim is made) to SELLER or its nominees, but in no event shall the claim be later than within the time limit provided by the carrier or insurance company, otherwise such claim shall be deemed waived.

6. PAYMENT OF PURCHASE PRICE

(a) Time of payment is of the essence under this contract. Upon default by BUYER in any of the terms of this contract, or failure to comply with any of the conditions hereof, or upon seizure of the property under execution or other legal process, or if BUYER becomes bankrupt or insolvent, or any petition for reorganization or for a state court receivership is filed against BUYER, or if the BUYER makes any assignment for the benefit of his creditors or otherwise sells, encumbers or disposes of the merchandise, or if for any other reason the SELLER should deem itself insecure, the full amount of the purchase price then remaining unpaid shall at once become due and payable at the option of the SELLER. Then, at its option, SELLER may take possession of any goods theretofore sold to BUYER, in connection with which the full purchase price has not been paid, analogous to the terms and provisions set forth herein.

(b) TERMS OF PAYMENT - All orders are subject to credit approval by the SELLER. Payment terms are as stated in SELLER's quotation. Retainage if required by OWNER shall be no more than 5% of the purchase price. Retainage shall be released and paid in full no later than 120 days after satisfactory start up of the SELLER's equipment. All shipments, including partial shipments, will be billed a pro rata amount as of date shipped. If the account remains unpaid after sixty (60) days, interest at the rate of 1-1/2% per month (18% per annum) will be added to the outstanding balance computed from date of shipment. All costs of collection will be added to the outstanding balance including legal fees and court costs. Acceptance of partial payments on account does not constitute any change in the payment terms and conditions herein and is not to be considered to extend the due date for payment.

7. SECURITY INTEREST AND TITLE

In states and localities which are governed by the Uniform Commercial Code, this contract shall serve as the security agreement, reserving in SELLER a security interest until full payment of purchase price. The provisions of the Uniform Commercial Code regarding security interest shall have preference and apply if inconsistent with other terms of the conditions of sale herein. In states and localities where the Uniform Commercial Code does not apply, title to the merchandise shall remain in the SELLER or its assigns until full payment of the purchase price. BUYER agrees to execute forthwith any and all documents in such form as SELLER may require for filing or recording the security interest under the Uniform Commercial Code with the proper registers or offices, or for filing or recording the conditional sales contract.

8. VARIATIONS IN DUTIES AND TAXES & RATE OF EXCHANGE

The prices on the products specified are exclusive of all city, state or federal taxes. BUYER shall bear any increases, after the date of this contract, in or any new imposition of duties, levies or taxes relating to the product sold hereunder. Unless a Sales Tax Exemption Certificate is provided, SELLER will invoice for the New Jersey Sales Tax on all items sold in New Jersey. SELLER is not authorized to collect sales tax for any other jurisdiction.

9. MODIFICATIONS AND CANCELLATION

The parties may agree to modify project plans or specifications provided BUYER pays SELLER for engineering time, materials costs, and other expenses relating to the requested modification. An order, once placed with and accepted by SELLER can be canceled only with SELLER's consent and upon terms that will indemnify SELLER against loss.

FRANKLIN MILLER INC.

TERMS AND CONDITIONS
DATED 5/30/2019

10. STOP WORK ORDER OR DELAY:
If an engineering approval, release to manufacturer, shipment or work on any part of this contract is held or delayed by BUYER for greater than 120 days from the date of contract, SELLER is entitled to an increase in contract price to cover cost escalations caused by such delay.

11. MISCELLANEOUS PROVISIONS
(a) If for any reason a provision of the contract is legally invalid, then in such event the rest of the contract shall remain in full force and effect; (b) Any amendment to any contract or contracts shall require the consent in writing of both parties; and (c) The within terms shall govern in any instance where they conflict with the provisions of any forms used by BUYER.

12. BUYER'S RESPONSIBILITY AS TO MAINTENANCE
BUYER shall use and shall require its employees and agents to use all safety devices and guard safe operating procedures and shall maintain the same in proper working order. Further, BUYER shall obey and have its employees, subcontractors and agents obey safety instructions given by SELLER. BUYER agrees to indemnify and save SELLER harmless from any liability or obligation with respect to any personal injuries or property damage directly or indirectly connected with the operation of the equipment. BUYER agrees to notify SELLER promptly and in any event not less than ten (10) days after notice or knowledge of any accident or malfunction involving SELLER's equipment which has caused personal injury or property damages and to cooperate fully with SELLER in investigating and determining the causes of such accident.

13. REPAIR OBLIGATION FOR CONTAMINATED EQUIPMENT
Nothing herein shall be deemed to require SELLER to accept equipment for repair, modification or alteration unless the units have first been cleaned and decontaminated.

14. NOISE LEVEL REQUIREMENTS
Although SELLER's machines have been designed to satisfy the general requirements of BUYER's specifications, SELLER cannot represent or certify that they satisfy the noise level requirements for a specific application, location or operation since these circumstances are unknown to SELLER and are beyond SELLER's control and because of the general nature of size reduction equipment. If required to test for this noise level requirement, testing will be with no product fed to the machine and FMI will provide a quotation for each test to be performed. If corrections are required after completion of the tests, the costs for these modifications will be negotiated.

15. OSHA CONDITIONS
Although SELLER's machines and guards have been designed to satisfy the general intentions of OSHA requirements, SELLER cannot present or certify that they satisfy the requirements of OSHA for a specific application, location, or operation since these circumstances are unknown to SELLER and are beyond SELLER's control. The SELLER shall not be liable for any costs of compliance or other costs or fines resulting from non-compliance with any OSHA requirement.

16. DOCUMENTS REQUIRED
Prices quoted include the required number of manuals set forth in the specifications. If not stated, SELLER shall provide its standard Operations and Maintenance Manuals. Any additional manuals are not included in the quoted price and shall be charged to BUYER.

17. PATENT AND LICENSE & LIABILITY INDEMNIFICATION
BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or alleged infringement on any patent, copyright or trademark arising out of the use or sale by BUYER, its agents, servants, employees or customers of the product provided by SELLER, as used by BUYER, in conjunction with any other equipment, product or system. BUYER agrees to indemnify SELLER, its agents, successors and assigns against any loss, damage and liability, including costs and expenses arising out of any claim against SELLER for actual or "Bodily injury" or "property damage" arising from the actual, alleged or threatened discharge, dispersal, release or escape of pollutants from any source whatsoever. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. TRADEMARKS AND COPYRIGHTS
BUYER acknowledges that it has no right, title or interest in the trademarks or copyrights in the products, and BUYER covenants that it will take no action to register or otherwise interfere with such rights.

19. INDEPENDENT CONTRACTORS
SELLER and BUYER are independent contractors. BUYER is not authorized to and shall not make any representations on behalf of which are binding upon SELLER.

20. NON-ASSIGNMENT BY BUYER
Contract or contracts may not be assigned by the BUYER without prior written consent of the SELLER.

21. APPLICABLE LAW
Any contracts herein are governed by the applicable laws of the State of New Jersey.

22. BUYER APPROVALS
If BUYER approval is required of the SELLER's submittals, specifications and/or operating instructions submissions, upon receipt of such approval, the approved documents shall supersede the BUYER's description of requirements on this purchase order and the description on the SELLER's original proposal. SELLER will provide equipment, spares and data in accordance with the approved submittals.

23. STANDARD PRODUCTS
All of SELLER's machines are built to best commercial practices and as part of its standard product line, which may be modified to meet BUYER's specifications. However, no manufacturing drawings or procedures, formal inspection plans, schedules, progress reports, welding procedures, quality control plans, or sub-supplier information, will be supplied. Erection, safety, operation and maintenance instructions are contained in SELLER's manual to be supplied with the machines.

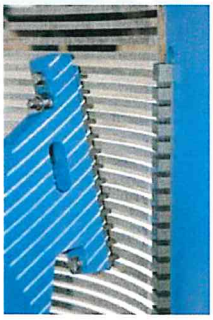
24. SIZES AND DIMENSIONS
The samples, measurements, dimensions and weights contained in the SELLER's catalogs, sales manuals, photographs and drawings constitute only an approximate guide. The SELLER reserves the right to make any changes which the SELLER, in its absolute discretion, considers necessary.

25. ARBITRATION
Actions by the SELLER for nonpayment by the BUYER of the undisputed purchase price of goods sold by the SELLER, or for redress for other undisputed breaches by the purchaser of the contract of sale, may be brought by the SELLER before any judicial court of competent jurisdiction without need for prior arbitration. All other disputes, controversies, or claims arising out of or relating to this agreement or the performance or breach thereof shall be settled by arbitration by an arbitrator mutually agreeable to be held in the County of Essex, State of New Jersey in accordance with the rules and procedure then obtaining of the American Arbitration Association.

26. FORUM.
ALL JUDICIAL PROCEEDING AND/OR ARBITRATION BROUGHT AGAINST BORROWER ARISING OUT OF OR RELATING TO THIS NOTE MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY, AND BY EXECUTION AND DELIVERY OF THIS AGREEMENT BUYER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS AND FORUM FOR ARBITRATION AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. BUYER hereby agrees that service of process sufficient for personal jurisdiction in any action against BUYER in the State of New Jersey may be made by registered or certified mail, return receipt requested, to BUYER at its address as provided by BUYER. BUYER hereby acknowledges that such service shall be effective and binding in every respect.

DIMMINUTOR®
Powerful Channel Grinder

The DIMMINUTOR® provides automatic screening and grinding of liquid borne solids with a straight through open channel design. This unit effectively reduces plastics, wood, vegetable matter, disposables, and other oversized items to fine particules. The unique features of the DIMMINUTOR are heavy precision construction, dependable operation and simplified maintenance, earning it a solid reputation amongst operators and specifying engineers worldwide.

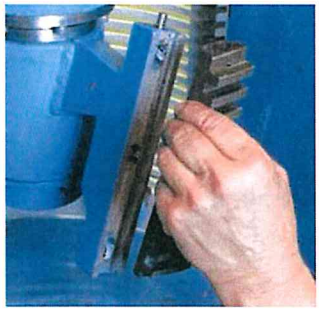


Keeps Systems Running Smoothly | High Flow, Low Headloss | Rugged Seamless Screen
Efficient Design | Individually Replaceable Cutters | No Bottom Seals or Bearings

Continuous Torque Rotation

The DIMMINUTOR employs a smooth, continuously rotating high torque design. As its three bidirectional rotary cutters intermesh at close clearance with stationary cutters, solids are finely reduced to a size small enough to pass through a sizing screen. The DIMMINUTOR is designed for unobstructed flow even during reversing cycles. The DIMMINUTOR design has no gaps or openings between the screen and cutters, so output is controlled and complete reduction assured.

Features



The DIMMINUTOR is designed for reliable operation and easy maintenance. With its cantilevered design, the DIMMINUTOR needs no seals or bearings near the gritty channel floor. The unit's screen is stationary so it never wears against bottom grit. Each cutter is interchangeable and cutters can be removed or adjusted independently. The unit's seals and bearings are immersed in an oil bath for long life and low maintenance. Cutters can be removed in the channel without requiring the unit to be disassembled. Maintenance of the DIMMINUTOR is quicker and easier than any other unit on the market today.

Franklin Miller® SEE THE DIFFERENCE

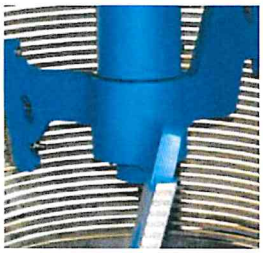
www.franklinmiller.com

Construction

Each DIMMINUTOR component is constructed for long life and precision. The cutters are constructed of hardened stainless steel for superior corrosion resistance. With the DIMMINUTOR's unique Clear-slot™ system, the cutters actually penetrate the individual slots of the screen and clear them with each revolution. The screens are precision cut from heavy stainless steel plate and designed for high strength.

S250 Control System:

An S250 Control System monitors unit operation and automatically cycles the grinder in case of an overload condition. This industrial control panel is supplied complete with a NEMA 4X FRP enclosure, and 100,000 hour life LED indicators.

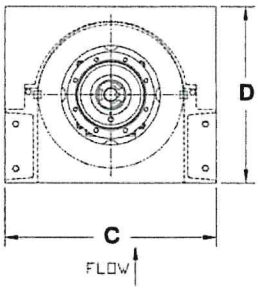


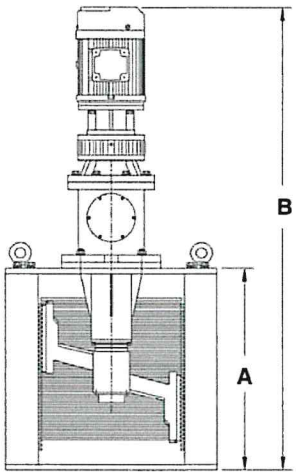
Above Left: A pair of T15's installed at plant headworks.

Options

Submersible Motors | Hydraulic Drives | Overflow Bar Screen
Shaft Extensions Channel Frames | Wet Well Frames | Guide Rails
Stainless Construction | S250 Control System

Configurations





The DIMMINUTOR is designed for ease of use and versatility. These units can be installed in straight through channels, wet wells or water inlets. They can be installed for full or occasional submergence. Units can be supplied with a standard bolt down sole plate or channel frames. Guide rails can also be supplied to facilitate removal from wet wells. A variety of drive configurations is available to meet most installation requirements including standard electric motors, dry running, (IP68) submersible explosion-proof motors, extended shafts or hydraulic systems.

MODEL NO.	A	B	C	D	FLOW RANGE AVG. MGD (m^3/hr)	CAPACITY Max MGD (m^3/hr)	WEIGHT	HP (kW)
DM-T15	22.62" (575 mm)	58" (1473 mm)	19" (483 mm)	15.3" (387 mm)	0.4 - 3.7 (70 - 680)	5.0 (790)	750 lbs (340 kg)	3 (2.2)
DM-T20	27.5" (699 mm)	64" (1626 mm)	29" (737 mm)	24" (610 mm)	0.8 - 6.4 (130 - 1010)	8 (1260)	1000 lbs (450 kg)	3 (2.2)
DM-T25	35" (889 mm)	72" (1829 mm)	35" (889 mm)	29" (737 mm)	1.3 - 9.7 (210 - 1500)	13 (2050)	1600 lbs (730 kg)	3 (2.2)
DM-T36	44.62" (1133 mm)	84" (2134 mm)	47" (1194 mm)	42" (1067 mm)	2.4 - 17.2 (370 - 2710)	22.9 (3610)	2800 lbs (1270 kg)	3 (2.2)
DM-T36XF	58" (1473 mm)	112" (2845 mm)	47" (1194 mm)	42" (1067 mm)	3.5 - 24.9 (550 - 3920)	32 (5050)	3400 lbs (1540 kg)	5 (3.7)
DM-T42	58" (1473 mm)	112" (2845 mm)	53" (1346 mm)	47" (1194 mm)	4.6 - 32.6 (720 - 5190)	42.5 (6200)	4400 lbs (2000 kg)	5 (3.7)

US gallon = 3.79 liters

Call one of our customer service representatives to discuss your particular application.

The following United States Patents may apply: 4,186,888; 8,727,248

© 2018 Franklin Miller Inc. All Rights Reserved

Phone: (973) 535 9200 • European Phone: +44 (0) 161 302 7055
Web: www.franklinmiller.com • E-mail: info@franklinmiller.com

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Vacant Lot Donation to Habitat for Humanity (1318 Rockland Drive)	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT: donation, no money exchanged
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Recently, the Village of Rantoul accepted donation of two properties, including one at 1318 Rockland Drive. Habitat for Humanity is interested in this property for the purpose of partnering with the University of Illinois to construct a structure. The Village would donate this property to Habitat for Humanity for this construction.	
RECOMMENDED ACTION: Approve donation of property.	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance No. 2702, AN ORDINANCE TO REPEAL ORDINANCE 2678, AND AMEND AND RESTATE DEVELOPMENT AGREEMENT WITH SC RANTOUL, LLC IN CONNECTION WITH THE REDEVELOPMENT PROJECT AREA NUMBER FOUR	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT: $77,000 received by the Village
ATTACHMENTS: 1. 04-22-2702 Ordinance - Repeal Ord 2678 - Amend and Restate Redevelopment Agreement - SC Rantoul (Core Acquisitions) 2. SC Rantoul LLC Redevelopment Agreement 032722	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

Ordinance 2678 passed on August 10, 2021 approved a Development Agreement between the Village and Core Acquisitions, LLC for a project within Redevelopment Project Area Number Four; and subsequent to the approval and adoption of the Development Agreement, the principals of Core Acquisitions, LLC determined to create a separate entity for purposes of the project, such entity being SC Rantoul.

SC Rantoul, LLC has been established as the entity taking on the development project originally in the name of Core Acquisitions, LLC, the same principals being involved in both entities, and is accepting of the terms and conditions set forth in the Amended and Restated Development Agreement, which is in substantially the same form as approved regarding Core Acquisitions LLC, including all exhibits and attachments in connection therewith concerning development incentives and assistance related to the development and redevelopment of a part of the Redevelopment Project Area for retail facilities.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2702

AN ORDINANCE REPEALING ORDINANCE 2678 AND APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS AND SC RANTOUL, LLC IN CONNECTION WITH THE REDEVELOPMENT PROJECT AREA NUMBER FOUR

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of April, 2022, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____
Village Clerk

ORDINANCE NO. 2702

AN ORDINANCE REPEALING ORDINANCE 2678 AND APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS AND SC RANTOUL, LLC IN CONNECTION WITH THE REDEVELOPMENT PROJECT AREA NUMBER FOUR

WHEREAS, the corporate authorities passed Ordinance 2678 on August 10, 2021; and,

WHEREAS, Ordinance 2678 approved a Development Agreement between the Village and Core Acquisitions, LLC for a project within Redevelopment Project Area Number Four; and,

WHEREAS, subsequent to the approval and adoption of the Development Agreement, the principals of Core Acquisitions, LLC determined to create a separate entity for purposes of the project, such entity being SC Rantoul, LLC; and,

WHEREAS, subsequent to the approval and adoption of the Development Agreement, the Developer, SC Rantoul, LLC, agreed to accept additional, unanticipated costs of the project for the purchase of additional property which would be included within the development agreement; and,

WHEREAS, due to such changes, Ordinance 2678 should be repealed and the original agreement nullified in conjunction with approving a development agreement with SC Rantoul, LLC for the project; and,

WHEREAS, SC Rantoul, LLC (the **"Developer"**), has been established as the entity taking on the development project originally in the name of Core Acquisitions, LLC, the same principals being involved in both entities, and is accepting of the terms and conditions set forth in the Amended and Restated Development Agreement attached hereto which is in substantially the same form as approved regarding Core Acquisitions LLC, including all exhibits and attachments in connection therewith (the **"Development Agreement"**) concerning development incentives and assistance related to the development and redevelopment of a part of the Redevelopment Project Area for retail facilities.

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

Section 1. Repealer. Ordinance 2678, approved by the corporate authorities on August 10, 2021, is hereby repealed in its entirety and the Development Agreement approved by said Ordinance is hereby declared nullified and of no further force or effect.

Section 2. Approval. The Amended and Restated Development Agreement, in substantially the form thereof presented before the meeting of the President and Board of Trustees at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Village President and Village Clerk are authorized to execute and deliver the Development Agreement for and on behalf of the Municipality with such changes therein as such officers shall approve; and upon

the execution thereof by the Municipality and the Developer, the appropriate officers, agents, attorneys, consultants and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements and instruments authorized by the Development Agreement, not inconsistent with the Development Agreement, desirable or necessary to implement and otherwise give full effect to the Development Agreement.

Section 3. Bid Waiver. Pursuant to the Municipality's power and authority as a home rule unit under Section 6 of Article VII of the Constitution of the State of Illinois, applicable bidding requirements, if any, related to the Development Agreement and related documents and related contracts entered into or to be entered into shall be and are hereby waived. The Developer shall be responsible for compliance with applicable law related to the Development Agreement, including without limitation the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

Section 4. **Effective**. This ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

Upon motion by Trustee _____, seconded by Trustee _____, adopted at a regular meeting this 12th day of April, 2022, by roll call vote, as follows:

AYES (Names): _____

_____

NAYS (Names): _____

ABSENT (Names): _____

PASSED this 12th day of April, 2022.

_____

Village Clerk

APPROVED this 12th day of April, 2022.

_____

Village President

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

CERTIFICATION OF ORDINANCE

I, Janet E. Gray, do hereby certify that I am the duly selected, qualified, and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the **"Municipality"**), and as such official I am the keeper of the records and files of the Municipality and of its President and Board of Trustees (the **"Corporate Authorities"**).

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Municipality's Corporate Authorities on April 12, 2022, insofar as same relates to the adoption of Ordinance No. 2702, entitled:

AN ORDINANCE REPEALING ORDINANCE 2678 AND APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS AND SC RANTOUL, LLC IN CONNECTION WITH THE REDEVELOPMENT PROJECT AREA NUMBER FOUR,

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 12th day of April, 2022.

_____
Village Clerk

(SEAL)

AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

by and between the

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS

and

SC RANTOUL, LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY

Dated as of August 1, 2021

Document Prepared By:

Kenneth N. Beth/David B. Wesner
Evans, Froehlich, Beth &
Chamley44 Main Street, Third
Floor Champaign, IL 61820

TABLE OF CONTENTS

		Page
ARTICLE I	**DEFINITIONS**	5
Section 1.1.	Definitions	5
Section 1.2.	Construction	6
ARTICLE II	**REPRESENTATIONS AND WARRANTIES**	7
Section 2.1.	Representations and Warranties of the Village	7
	(a) Organization and Standing	7
	(b) Power and Authority	8
	(c) Authorization and Enforceability	8
	(d) No Violation	8
	(e) Governmental Consents and Approvals	8
Section 2.2.	Representations and Warranties of the Developer	8
	(a) Organization	8
	(b) Power and Authority	8
	(c) Authorization and Enforceability	8
	(d) No Violation	8
	(e) Consents and Approvals	8
	(f) No Proceedings or Judgments	8
	(g) Maintenance of Existence	8
Section 2.3.	Disclaimer of Warranties	8
ARTICLE III	**CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE DEVELOPER AND THE VILLAGE**	9
Section 3.1.	Conditions Precedent	9
Section 3.2.	Reasonable Efforts and Notice of Termination	9
ARTICLE IV	**VILLAGE'S COVENANTS AND AGREEMENTS**	9
Section 4.1.	Village's TIF Funded Financial Obligations	9
Section 4.2.	Defense of Redevelopment Project Area	10
ARTICLE V	**DEVELOPER'S COVENANTS**	11
Section 5.1.	Commitment to Undertake and Complete Project	11
Section 5.2.	Compliance with Agreement and Laws During Development	11
Section 5.3.	Prevailing Wages	11
Section 5.4.	Continuing Compliance With Laws	11
Section 5.5.	Tax and Related Payment Obligations	11

ARTICLE VI	**PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS**	12
Section 6.1.	Payment Procedures	12
Section 6.2.	Approval and Resubmission of Requisitions	12
Section 6.3.	Time of Payment	12
ARTICLE VII	**DEFAULTS AND REMEDIES**	13
Section 7.1.	Events of Default	13
Section 7.2.	Rights to Cure	13
Section 7.3.	Remedies	13
Section 7.4.	Costs, Expenses and Fees	14
ARTICLE VIII	**RELEASE, DEFENSE AND INDEMNIFICATION OF VILLAGE**	14
Section 8.1.	Declaration of Invalidity	14
Section 8.2.	Damage, Injury or Death Resulting from Project	15
Section 8.3.	Damage or Injury to Developer and Others	15
Section 8.4.	No Personal Liability	15
Section 8.5.	Village Not Liable for Developer Obligations	15
Section 8.6.	Actions or Obligations of Developer	15
Section 8.7.	Environment Covenants	16
Section 8.8.	Notification of Claims	16
ARTICLE IX	**MISCELLANEOUS PROVISIONS**	17
Section 9.1.	Entire Agreement and Amendments	17
Section 9.2.	Third Parties	17
Section 9.3.	Counterparts	17
Section 9.4.	Special and Limited Obligation	17
Section 9.5.	Time and Force Majeure	17
Section 9.6.	Waiver	17
Section 9.7.	Cooperation and Further Assurances	18
Section 9.8.	Notices and Communications	18
Section 9.9	Assignment	18
Section 9.10.	Successors in Interest	19
Section 9.11.	No Joint Venture, Agency, or Partnership Created	19
Section 9.12.	Illinois Law; Venue	19
Section 9.13.	Term	19
Section 9.14.	Construction of Agreement	19

EXHIBIT LIST

EXHIBIT A	Preliminary Project Design
EXHIBIT B	Description of Property

REDEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this **"Agreement"**) is dated for reference purposes only as of August 1, 2021, but actually executed by each of the parties on the dates set forth beneath each of their respective signatures below, by and between the **Village of Rantoul, Champaign County, Illinois**, an Illinois municipal corporation (the **"Village"**), and **SC Rantoul, LLC**, an Illinois limited liability company (the **"Developer"**). This Agreement shall become effective upon the last of the Village and the Developer to execute and deliver this Agreement to the other (the **"Effective Date"**).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the **"TIF Act"**), including by the power and authority of the Village as a home rule unit under Section 6 of Article VII of the Constitution of the State of Illinois, the President and Board of Trustees of the Village (the **"Corporate Authorities"**) adopted a series of ordinances (Ordinance Nos. 2469, 2470 and 2471) on April 12, 2016, including as supplemented and amended (collectively, the **"TIF Ordinances"**); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinance, the Village designated the Route 136 Redevelopment Project Area (the **"Redevelopment Project Area")** and approved the related redevelopment plan, as supplemented and amended (the **"Redevelopment Plan"**), including the redevelopment projects described in the Redevelopment Plan (collectively,the **"Redevelopment Projects"**); and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below) upon the Property (as defined below); and

WHEREAS, the Property (as defined below) is within the Redevelopment Project Area; and

WHEREAS, the Developer is unwilling to undertake (or cause to be undertaken) the Project(as defined below) without certain tax increment finance incentives from the Village, which the Village is willing to provide; and

WHEREAS, the Village has determined that it is desirable and in the Village's best interests to assist the Developer in the manner set forth in this Agreement; and

WHEREAS, on November 16, 2021 the Village and the Developer entered into the original Redevelopment Agreement (the "**Original Development Agreement**"), which the Village and the Developer wish to amend and restate as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency ofwhich are hereby acknowledged, the Village and the Developer hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

"**Additional Property**" means that certain real property consisting of .35 acres that is currently owned by the Village which is immediately south of and adjacent to the Property.

" Agreement" means this Amended and Restated Redevelopment Agreement which amends, restates and supersedes the Original Development Agreement in all respects

"Annual Reimbursement Amounts" means, collectively, amounts to be reimbursed orpaid to or as directed by the Developer from the Fund by the Village under and pursuant to Section
4.1 of this Agreement.

"Corporate Authorities" means the President and Board of Trustees of the Village.

"Eligible Redevelopment Project Costs" means those costs paid and incurred in connection with the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q) of the TIF Act, including: (a) costs of studies, surveys, development of plans and specifications including, but not limited to, professional service costs for architectural, engineering, legal, financial, planning or other services; (b) property assembly costs, including the acquisition of the Property, site preparation, and the clearing and grading of land; and (c) costs of the construction of public works or improvements.

"Fund" means, collectively, the "Special Tax Allocation Fund" for the Redevelopment Project Area established under Section 5/11-74.8 of the TIF Act and the TIF Ordinance.

"**IDOT**" means the Illinois Department of Transportation".

"Incremental Property Taxes" means, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term ofthis Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Propertyby taxing districts that is attributable to the increase in the equalized assessed value of the Property over the initial equalized assessed value of the Property as assigned by the Champaign County Clerk which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the Village Comptroller for deposit by the Village Comptroller into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q)

of the TIF Act.

"Prevailing Wage Act" means the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) of the State of Illinois, the material terms of which require all contractors and subcontractors to pay all laborers, workers and mechanics performing work for any "public body" (as therein defined) or on any "public works" (as therein defined) no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is located and to perform certain noticeand recordkeeping duties.

"Project" means (i) the acquisition of the Property, (ii) the demolition of the existing building and other improvements, including the removal of demolition debris from the Property, and (iii) the construction and installation upon the Property of a new approximately 2,225 square-foot building with a drive-thru on the eastern portion of the Property and a new 5,800 to 7,700 square-foot multi-tenant building with a drive- thru on the western portion of the Property, substantially in accordance with the Preliminary Project Design, a copy of which is attached hereto and made a part hereof as Exhibit A.

"Project Commencement Dates" means July 31, 2022 being the not later than dates on or before which the construction of both buildings is to commence by the issuance of building permits and commencement of the construction of the footings and foundation for each of the applicable buildings.

"Project Completion Dates" means July 31, 2023, being the date on or before which the Village has issued a temporary or permanent certificate of occupancy for each of the applicable buildings.

"Property" means, collectively, the real estate consisting of the 1.82-acre parcel described on Exhibit B hereto, which includes the Additional Property, upon or within which the Project is to be undertaken and completed.

"Requisition" means a request by the Developer for a payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the procedures set forth in Article VI of this Agreement.

"TIF Financing" means financing arrangements arising out of the TIF Act which pay or reimburse redevelopment project costs in whole or in part.

"Village Comptroller" means the Village Comptroller of the Village, or his or her designee.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) definitions include both singular and plural.

(b) pronouns include both singular and plural and cover all genders; and

(c) headings of sections herein are solely for convenience of reference and do not

constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the Village. In order to induce the Developer to enter into this Agreement, the Village hereby makes certain representations and warranties to the Developer, as follows:

(a) Organization and Standing. The Village is a home rule municipality duly organized,validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) Power and Authority. The Village has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Village's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the Village, enforceable against the Village in accordance with its terms, except to the extent that any and all financial obligations of the Village under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery of this Agreement or the performance of the Village's agreements, obligations and undertakings hereunder will conflict with,violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the Village may be bound.

(e) Governmental Consents and Approvals. No consent or approval by any governmental authority is required in connection with the execution and delivery by the Village of this Agreement or the performance by the Village of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the Village to enter into this Agreement, the Developer makes the following representations and warranties to the Village:

(a) Organization. The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois.

(b) Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and the Related Agreements and to perform all of its agreements, obligationsand undertakings hereunder and thereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer's manager. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms,except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage oftime or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party, or by which the Developer or any of its assets may be bound.

(e) Consents and Approvals. No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement, or the performance by the Developer of its obligations hereunder, except for the issuance by the Village of all required permits as referenced in Section 5.1 below.

(f) No Proceedings or Judgments. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

(g) Maintenance of Existence. During the term of this Agreement, the Developer shall do or cause to be done all things necessary to preserve and keep in full force and effect its existence in good standing as an Illinois corporation.

Section 2.3. <u>Disclaimer of Warranties</u>. The Village and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The Village hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes, and theDeveloper assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

ARTICLE III
CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE DEVELOPER AND THE VILLAGE

Section 3.1. Conditions Precedent. The undertakings on the part of the Village as set forthin this Agreement are expressly contingent upon the Developer completing the Project on or before the Project Completion Dates.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer shall use duediligence to timely satisfy the condition set forth in Section 3.1 above on or before the Project Completion Dates, but if such condition is not so satisfied, extended, or waived by the Village, then the Village may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect, andneither the Village nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV
VILLAGE'S COVENANTS AND AGREEMENTS

Section 4.1. Village's TIF Funded Financial Obligations. The Village shall have the obligations set forth in this Section 4.1 relative to financing Eligible Redevelopment Project Costsin connection with the Project. Upon the submission to the Village by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid by or on behalf of the Developer, and the approval thereof by the Village in accordance with Article VI of this Agreement, the Village, subject to the terms, conditions and limitation set forth in this Section 4.1 immediately below, agrees to reimburse the Developer, or to pay as directed by the Developer, from the Fund such annual amounts (the **"Annual Reimbursement Amounts"**) related to Project upon theProperty as follows:

Section 4,2. Annual Reimbursement Amounts. Such Annual Reimbursement Amounts in connection with the Project in any one calendar year shall be equal to fifty percent (50%) of the Incremental Property Taxes attributable to the Property which are actually received by the Village in each such calendar year subject to the following:

(1) **Calculation**. For the purpose of calculating the total amount of Incremental Property Taxes attributable to the Property for any such calendar year, the total equalized assessed value (the **"EAV"**) of the Property shall be reduced by the Base Value EAV of the Property in the amount of Three Hundred Fifty-Two Thousand Five Hundred Sixty Dollars ($352,560.00) and the result: (A) for the first two (2) calendar years shall be multiplied by: (i) the total tax rate of all taxing districtshaving taxable property within the Redevelopment Project Area for any such applicable calendar year and (ii) seventy-five percent (75%), and (B) for the balance of the reimbursement period referenced in Section (2) below shall be multiplied by: (i) the total tax rate of all taxing districts having taxable property within the Redevelopment Project Area for any such applicable calendar year and (ii) fifty percent (50%).

(2) **Period of Annual Reimbursements**. The obligations of the Village to

reimburse the Developer for any Annual Reimbursement Amounts under this Section 4.1 shall be for a maximum period of fifteen (15) calendar years, commencing with the calendar year immediately following the calendar year in which a certificate of occupancy is issued for the Project, and shall terminate: (i) upon reimbursement by the Village in accordance with Article VI of this Agreement not later than December 31 of the fifteenth (15th) calendar year in which any such Annual Reimbursement Amounts in connection with the Project become due and payable pursuant to this Section 4.1 and Article VI hereof, or (ii) at any timefifty percent (50%) or more of the total net leasable space of the two buildings upon the Property cease continuous commercial operation or "go dark" for a period of 180 or more days.

(3) **Dollar Limitation of Annual Reimbursement Amounts**. The total amount of all such payments of the Annual Reimbursement Amounts pursuant to this Section 4.1 shall not exceed (i) the total amount of all Eligible Redevelopment Project Costs which are directly attributable and allocable to the Project upon the Property or (ii) $1,077,000.00, whichever is less.

Section 4.3. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payments of the Reimbursement Amount to be paid or reimbursed by the Village, is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will defend the integrity of the Redevelopment Project Area and this Agreement.

Section 4.4. Village Conveyance of Additional Property. The Village owns the Additional Property that the Village acquired from IDOT. The Village has agreed to convey the Additional Property to the Developer by Special Warranty Deed immediately upon the satisfaction of the following conditions:

(1) the Developer pays the Additional Property Purchase Price to the Village, and

(2) the Village delivers written notice to IDOT that it intends to convey the Additional Property to the Developer for the purchase price of Seventy-Seven Thousand and no/100 Dollars ($77,000.00) (the "**Additional Property Purchase Price**") which is the IDOT appraised value of the Additional Property; and

(3) the Village delivers a commitment for title insurance issued by Chicago Title Insurance Company. showing no liens or encumbrances objectionable to Developer, and

(4) the Village delivers such documentation reasonably acceptable to the title company and the Developer necessary for the conveyance to the Developer of the Additional Property contemplated under this Agreement.

ARTICLE V
DEVELOPER'S COVENANTS

Section 5.1. Commitment to Undertake and Complete Project. The Developer covenants and agrees to commence the Project on or before the Project Commencement Date and tocomplete the Project on or before the Project Completion Date. The Developer recognizes and agrees that the Village has sole discretion with regard to the issuance of all approvals and permits relating to the Project, including but not limited to approval of any required permits, and any failure on the part of the Village to grant or issue any such required permit shall not give rise to any claim against or liability of the Village pursuant to this Agreement. The Village agrees, however, that anysuch approvals shall be made in conformance with the Village Codes and shall not be unreasonably denied, withheld, conditioned or delayed.

Section 5.2. Compliance with Agreement and Laws During Development. The Developer shall at all times acquire, construct and install the Project, in conformance with this Agreement and all applicable laws, rules and regulations, including without limitation all applicablesubdivision, zoning, environmental, building code or any other land use ordinances of the Village (collectively, the **"Village Codes"**), and, to the extent applicable, the Prevailing Wage Act. Any agreement of the Developer related to the design, construction or installation of the Project with anycontractor, subcontractor or supplier shall, to the extent applicable, contain provisions substantially similar to those required of the Developer under this Agreement.

Section 5.3. Prevailing Wages. The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF Financing ofthe Project under this Agreement does not subject the Project to the Prevailing Wage Act unless the Project also receives funding from another public source. The Village makes no representation asto any such application of the Prevailing Wage Act to the Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable byany legal authority having jurisdiction, shall not be deemed a "Default" under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions.

Section 5.4. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Project, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable Village Codes and other ordinances.

Section 5.5. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming byor through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et seq.), as supplemented and amended, unless the Village andthe Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the Village, it being mutually acknowledged and understood by both the Village and the Developer that any such payment of taxes (or payment in lieu thereof) by the

Developer is a material part of the consideration under and by which the Village has entered into this Agreement. This covenant of theDeveloper shall be a covenant that runs with the land being the Property upon which the Project is undertaken and shall be in full force and effect until December 31, 2040, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by Village or Developer or any other party; provided, however, upon request of any party in title to the Property, the Village shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 5.6 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon the Developer's Property or any part thereof.

ARTICLE VI
PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

Section 6.1. Payment Procedures. The Village and the Developer agree that all Eligible Redevelopment Project Costs including any Reimbursement Amount shall be paid solely, and to theextent available, from Incremental Property Taxes that are deposited in the Fund and not otherwise. The Village and the Developer intend and agree that the Reimbursement Amount shall be disbursed by the Village Comptroller for payment to the Developer in accordance with the procedures setforth in this Section 6.1 of this Agreement.

The Village hereby designates the Village Comptroller as its representative to coordinate theauthorization of disbursement of the Reimbursement Amount. Payments to the Developer of the Reimbursement Amount shall be made upon request therefor, in form reasonably acceptable to the Village (each being a **"Requisition"**) submitted by the Developer at any time with respect to Eligible Redevelopment Project Costs incurred and paid but not previously submitted. Each such Requisition shall be accompanied by appropriately supporting documentation, including, as applicable, receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors' affidavits or lien waivers.

Section 6.2. Approval and Resubmission of Requisitions. The Village Comptroller shall give the Developer written notice approving or disapproving any of the Requisitions within ten (10) days after receipt thereof. No such approval shall be denied except on the basis that **(i)** all or some part of the Requisition does not constitute Eligible Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; or **(ii)** a "Default" under this Agreement as described inSection 7.1 hereof has occurred and is continuing. If a Requisition is disapproved by such Village Comptroller, the reasons for disallowance will be set forth in writing and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required, if that is the basis for denial. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 6.3. Time of Payment. Provided that performance of this Agreement has not been suspended or terminated by the Village under Article VII hereof, the Village shall pay any Annual Reimbursement Amount attributable to the Project which is approved by any one or

more Requisitions under this Article to the Developer within thirty (30) calendar days after **(i)** the date of the approval of any such Requisitions, **(ii)** the receipt by the Village of evidence from the Developer of the payment in full of the total property taxes attributable to the Property in any such applicable calendar year or **(iii)** the receipt by the Village of the last installment of Incremental Property Taxes in any such calendar year, whichever in **(i), (ii)** or **(iii)** is later.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The occurrence of any one or more of the events specified in this Section 7.1 shall constitute a **"Default"** under this Agreement.

By the Developer:

(1) the furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement or any of the Related Agreements that is false or misleading in any material respect;

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement or any of the Related Agreements;

By the Village:

(1) The failure by the Village to pay the Reimbursement Amounts which become due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the Village to timely perform any other term, obligation, covenant or condition contained in this Agreement.

Section 7.2. Rights to Cure. The party claiming a Default under Section 7.1 of this Agreement (the **"Non-Defaulting Party"**) shall give written notice of the alleged Default to the other party (the **"Defaulting Party"**) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a **"Breach"** under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not

operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 7.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the Village shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the Village, the only other remedy available to either party upon the occurrence ofa Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as maybe necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of a Breach by the Village under any of the terms and provisions of this Agreement shall be to institute legal action against the Village for specific performance or other appropriate equitable relief and under no circumstances shall the Village be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liabilityis based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement. In the event that any failure of the Village to pay the Reimbursement Amount as it becomes due and payable in accordance with the provisions hereof is due to insufficient Incremental Property Taxes being available to the Village, any such failure shall not be deemed to be a Default or a Breach on the part of the Village.

Section 7.4. Costs, Expenses and Fees. Upon the occurrence of a Default or a Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party's fault, to become involved or concerned.

ARTICLE VIII
RELEASE, DEFENSE AND INDEMNIFICATION OF VILLAGE

Section 8.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the Village, its Corporate Authorities, officials, agents, employees and independent contractors shallnot be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the Village adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the Village is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 8.1 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer

seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a Breach of this Agreement by the Village.

Section 8.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the Village and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the Village, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 8.3. Damage or Injury to Developer and Others. The Village and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents,independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the Village, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 8.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Village and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No memberof the Corporate Authorities, officials, agents, employees or independent contractors of the Village shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of the Reimbursement Amount which may become due and payable under the terms of this Agreement.

Section 8.5. Village Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the Village shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 8.5 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the Village.

Section 8.6. Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the construction or installation of the Project, **(iii)** the Developer's compliance with the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its

officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the Village, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 8.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the Village, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands,costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: **(i)** any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting anyproducts or materials previously, now or thereafter located upon, delivered to or in transit to or fromthe Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the Village or any third party or otherwise; **(ii)** (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or allegedviolation or other liability occurs or arises, as the result of any act, omission, negligence ormisconduct of the Village or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or **(iv)** any breach, falsity orfailure of any of the representations, warranties, covenants and agreements of the like. For purposesof this section, "hazardous materials" includes, without limit, any flammable explosives, radioactivematerials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

Section 8.8. Notification of Claims. Not later than thirty (30) days after the Developer becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Developer will, if a claim in respect thereof is to be made against the Developer which affects any of the Developer's rights or obligations under this Agreement, notify the Village of such pending or threatened litigation, claim or assessment, but any omission so to notify the Village will not relieve the Developer from any liability which it may have to the Village under this Agreement.

ARTICLE IX
MISCELLANEOUS PROVISIONS

Section 9.1 Entire Agreement and Amendments. This Agreement (together with Exhibit A attached hereto) is the entire agreement between the Village and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, including in particular the Letter of Understanding, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 9.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other personsother than the Village and the Developer and their respective successors and assigns, nor is anythingin this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 9.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 9.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the Village according to the terms hereof. This Agreement shall never constitute a general obligation of the Village to which its credit, resources or general taxing power are pledged. The Village pledges to the payment of its obligations under Sections 4.1 and 4.2 hereof only such amount of the Incremental Property Taxes as is set forth in Sections 4.1 and 4.2 hereof, if, as and when received, and not otherwise.

Section 9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the Village shall be deemed in Default with respect toany performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, withrespect to which the Developer, the Village and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the Village.

Section 9.6. Waiver. Any party to this Agreement may elect to waive any right or remedyit may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 9.7. Cooperation and Further Assurances. The Village and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 9.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to the Village and theDeveloper at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

In the case of the Developer, to:

SC Rantoul, LLC,
10 Parkway North Blvd., Suite 120
Deerfield, Illinois 60015
Attn: Adam D. Firsel, Manager
Tel: (312) 881-6491

In the case of the Village, to:

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

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

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the Village which shall not be unreasonably withheld, conditioned, or delayed, except that: (i) any assignment of this Agreement as collateral, or (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer, may be made without the prior written consent of the Village. Except as authorized in this Section above, any assignment in whole or in part shall be void and shall, at the option of the Village, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the Village's prior written consent, shall be effective or binding on the Village, however, unless and until the Developer delivers to the Village a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the

assumption of all the applicable covenants, agreements, terms and provisions of thisAgreement by the applicable parties thereto.

Section 9.10. Successors in Interest. Subject to Section 9.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

Section 9.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the Village or the Developer shall be construed by either of the Village, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the Village and any party being the Developer.

Section 9.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in Champaign County, Illinois.

Section 9.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreementshall be and remain in full force and effect from and after the Effective Date and shall terminate on December 31, 2040; provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Section 5.6 and Article VIII of this Agreement shall be and remain infull force and effect in accordance with the express provisions thereof.

Section 9.14. Construction of Agreement. This Agreement has been jointly negotiated bythe parties. The parties acknowledge that each has either been represented by or has had the opportunity to consult with legal counsel and that accordingly the terms of this Agreement are not to be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement or because that party failed to understand the legal effect of anyprovision of this Agreement.

(Signature Page Follows)

IN WITNESS WHEREOF, the Village and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS

By: _____
Village President

ATTEST:

By:_____
Village Clerk

Date:_____

SC RANTOUL, LLC

By: _____
Adam D. Firsel, Manager

Date: _____

[Exhibits A and B follow this page and are an integral part of this Agreement in the context of use.]

EXHIBIT A

Preliminary Project Design

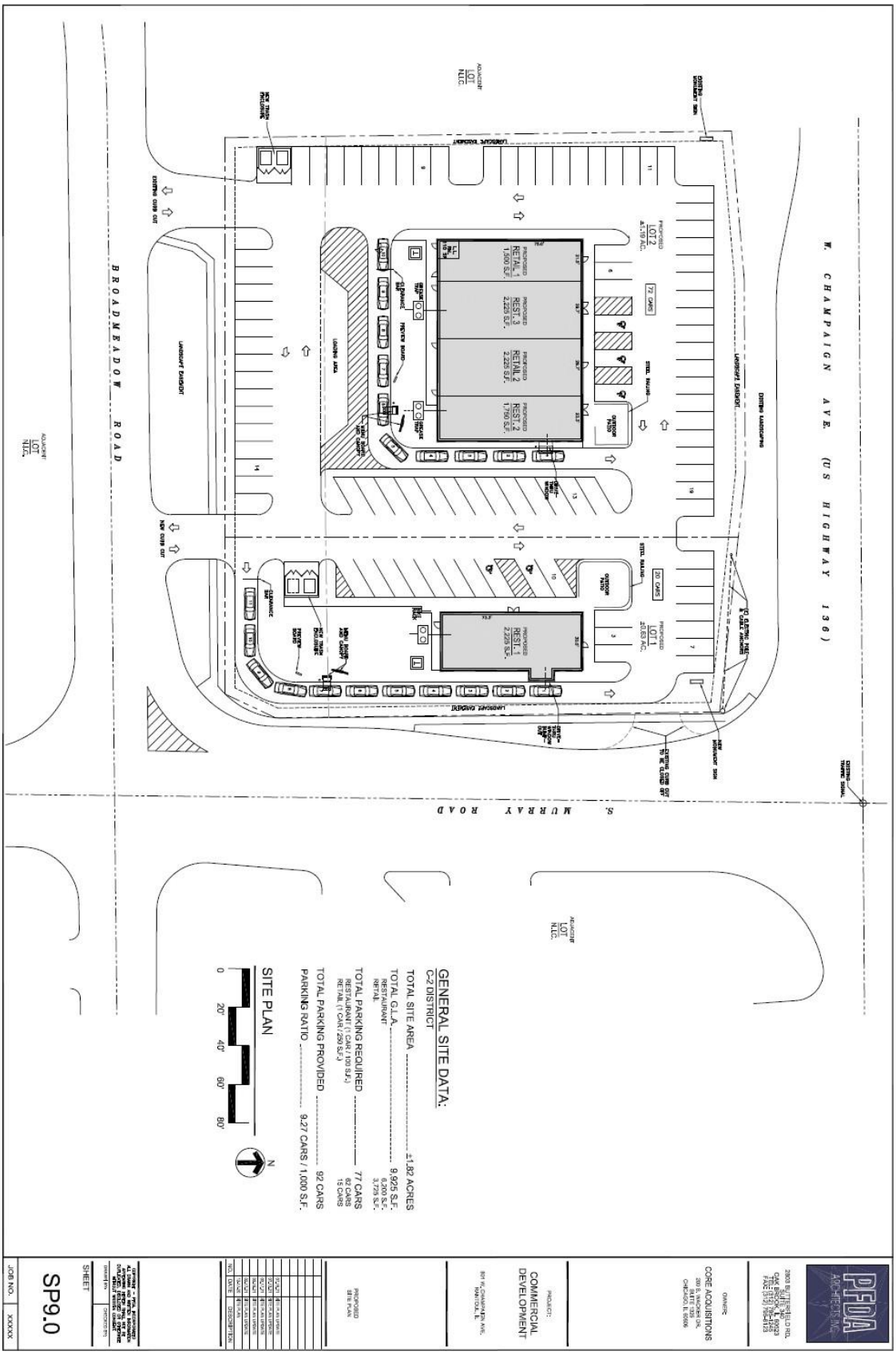


EXHIBIT B

Description of Property

PARCEL 1:

Part of the Southeast Quarter of the Northeast Quarter of Section 4, Township 21 North, Range 9East of the Third Principal Meridian, Champaign County, Illinois, more particularly described as follows:

Commencing at a brass plug at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 4; thence South 0 degrees, 44 minutes, 57 seconds East, an assumed bearing along the East line of said Section 4, 85.41 feet; thence South 89 degrees, 42 minutes,03 seconds West, 30.00 feet to an iron pipe monument found, (IRLS No. 1462), at the intersection of the Southerly right of way of said S.B.I. 119 (F. A. I. Route 57, Section 10-36) and the Westerly right of way of Township Road No. 204A (Murray Road), said point being the true point of beginning; thence South 0 degrees, 44 minutes, 57 seconds East along the Westerlyright of way line of said Township Road 204A, 201.99 feet to an iron pipe monument; thence Westerly 300.00 feet along a curve to the right, having a radius of 8,884.4 feet and a chord bearing South 89 degrees, 42 minutes, 03 seconds West to an iron pipe monument found (1462);thence North 0 degrees, 44 minutes, 57 seconds West, 209.72 feet to an iron pipe monument found (1462) on the Southerly right of way line of said S.B.I. 119 (F. A. I. Route 57, Section 10- 36); thence North 85 degrees, 05 minutes, 03 seconds East, along said right of way line 76.90feet to an iron pipe monument found (1462); thence North 89 degrees, 42 minutes, 03 seconds East continuing on said right of way line, 100 feet to an iron pipe monument found (1462); thence South 83 degrees, 52 minutes, 57 seconds East, along said right of way line 124.21 feet to the point of beginning, situated in Champaign County Illinois.
The parcel is also identified by its common address of: 801 W. Champaign Avenue, Rantoul, Illinois and its permanent index number as follows: PIN 20-09-04-276-003

PARCEL 2:

The South 50.00 feet of even width of the following described tract:
Commencing at the northeast corner of the Southeast quarter of the Northeast quarter of Fractional Section 4, Township 21 North, Range 9 East of the 3rd Principal Meridian; thence along section line South 35.55 feet; thence along a circular curve westerly with a radius of 8634.4 feet to the right 330.0 feet for a true Point of Beginning; thence parallel to section line South 300.0 feet; thence westerly along a circular curve with a radius of 8934.4 feet to the right 80.0 feet; thence tangent to curve North 89 degrees 40 minutes West 252.5 feet; thence North 300.0 feet; thence along the south highway right of way line of State Bond Issue Route 119 South 89 degrees 40 minutes East 252.5 feet and easterly tangent to South 89 degrees 40 minutes East and along a circular curve with a radius of 8634.4 feet to the left 80.0 feet to the true Point of Beginning; containing 2.290 acres, more or less.
AND
The South 50.00 feet of even width of the following described tract:
Commencing at the northeast corner of the Southeast quarter of the Northeast quarter of Fractional Section 4, Township 21 North, Range 9 East of the 3rd Principal Meridian, and running thence along the section line 35.55 feet; thence West 30 feet for a true Point of Beginning; thence parallel to the section line South 300 feet; thence westerly along a curve of radius of 8934.4 feet to the right 300 feet; thence North 300 feet to the south highway right of way line of State Bond Issue Route No.

119; thence easterly along said south highway right of way line along a circular curve with a radius of 8634.4 feet 300 feet to a true Point of Beginning, containing 2.066 acres, more or less, said tract of land being situated in the Southeast quarter of the Northeast quarter of Fractional Section 4, Township 21 North, Range 9 East of the 3rd Principal Meridian, in Rantoul, Rantoul Township, Illinois, in Champaign County, Illinois.

Said tract of land being situated in the Southeast quarter of the Northeast quarter of Fractional Section 4, Township 21 North, Range 9 East of the 3rd Principal Meridian, in Rantoul, Rantoul Township, Illinois, in Champaign County, Illinois, encompassing 0.72 acre, more or less, and depicted on the annexed Boundary Survey prepared by Edward L. Clancy and dated April 1, 2005.

Exhibit B

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance No. 2703, AN ORDINANCE AMENDING SECTIONS 4-28 AND 4-36 OF THE RANTOUL CODE IN CONNECTION WITH LIQUOR LICENSE APPLICATIONS AND RENEWALS	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. 04-22-2703 Ordinance - Amending Liquor License Requirements Regarding Leases	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

Proposed addition to the Liquor License application and renewal process:
If the applicant leases the premises for which a license is sought, the applicant shall provide a copy of the lease evidencing that the lease term will be at least as long as the term of the license if issued. The applicant shall highlight the portion of the lease showing the landlord's grant of authority to sell, serve, offer to sell or serve, or allow consumption of alcoholic liquor on the leased premises. In lieu of highlighting the lease indicating the aforesaid, the applicant can provide other written confirmation from the landlord that the applicant will be authorized to sell, serve, and allow consumption, if applicable, on the lease premises.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2703

AN ORDINANCE AMENDING SECTIONS 4-28 AND 4-36 OF THE RANTOUL CODE IN CONNECTION WITH LIQUOR LICENSE APPLICATIONS AND RENEWALS

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of April, 2022, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____

Village Clerk

ORDINANCE NO. 2703

AN ORDINANCE AMENDING SECTIONS 4-28 AND 4-36 OF THE RANTOUL CODE IN CONNECTION WITH LIQUOR LICENSE APPLICATIONS AND RENEWALS

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

Section 1. **Amendment**. That Section 4-28, entitled "Application for license", and Section 4-36, entitled "Renewal of license", of ARTICLE II, entitled "Retail License", of CHAPTER 4, entitled "ALCOHOLIC LIQUOR", be and the same is hereby amended to provide as follows, with strikethroughs being deletions and underlining being additions:

A. Section 4-28:

Sec. 4-28. - Application for license.

Any application for a license shall be made in writing to the local commissioner and shall be signed by the applicant and verified under oath. Any such application shall be in such form and shall contain such information as may be required by the local commissioner and, in the case of an original application, shall be accompanied by a nonrefundable application fee in the amount determined from time to time by the village board. If the applicant leases the premises for which a license is sought, the applicant shall provide a copy of the lease evidencing that the lease term will be at least as long as the term of the license if issued. The applicant shall highlight the portion of the lease showing the landlord's grant of authority to sell, serve, offer to sell or serve, or allow consumption of alcoholic liquor on the leased premises. In lieu of highlighting the lease indicating the aforesaid, the applicant can provide other written confirmation from the landlord that the applicant will be authorized to sell, serve, and allow consumption, if applicable, on the lease premises.

B. Section 4-36:

Sec. 4-36. - Renewal of license.

Any licensee may renew such licensee's license at the expiration thereof, provided that such licensee is then qualified to receive a license and the premises for which such renewal license is sought are suitable for such purpose; and provided further, that the renewal privilege herein provided for shall not be construed as a vested right which shall in any case prevent the board of trustees from decreasing the number or kinds of licenses to be issued within its jurisdiction. If the licensee leases the premises for which the renewal license is sought, the licensee shall provide a copy of the lease evidencing that the lease term will be at least as long as the term of the renewal license, if issued. The licensee shall show written confirmation from the landlord that the licensee continues to be authorized to sell, serve, and allow consumption, if applicable, in or on the leased premises for which the renewal license is sought.

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

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

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

PASSED this 12th day of April, 2022.

_____
Village Clerk

APPROVED this 12th day of April, 2022.

_____
Village President

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance No. 2704, AN ORDINANCE AMENDING SECTIONS 4-38 OF THE RANTOUL CODE IN CONNECTION WITH VIDEO GAMBLING LICENSE RIDER	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. 04-22-2704 Ordinance - Amending Video Gambling License Rider Regarding Number of Terminals Allowed	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

Proposed verbiage change to the Gambling License Rider:
A Class VG License Rider shall authorize its holder to operate no more than the number of video gaming terminals upon the licensed premises as may be authorized by state law.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2704

AN ORDINANCE AMENDING SECTION 4-38 OF THE RANTOUL CODE IN CONNECTION WITH VIDEO GAMBLING LICENSE RIDER

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of April, 2022, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____

Village Clerk

ORDINANCE NO. 2704

AN ORDINANCE AMENDING SECTION 4-38 OF THE RANTOUL CODE IN CONNECTION WITH VIDEO GAMBLING LICENSE RIDER

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

Section 1. **Amendment**. That subsection (a) and subsection (c)(4)(a) of Section 4-38, entitled "Class VG (video gambling) license rider", of ARTICLE II, entitled "Retail License", of CHAPTER 4, entitled "ALCOHOLIC LIQUOR", be and the same is hereby amended to provide as follows:

A. Section 4-38(a):

A class VG license rider shall authorize its holder to operate no more than the number of video gaming terminals upon the licensed premises as may be authorized by state law. A class VG license rider shall run concurrently with its holder's liquor license to serve alcoholic liquor issued under this chapter.

B. Section 4-38(c)(4)(a):

(c) The following requirements shall apply to any establishment that has been or will be issued a class VG license rider to install, display, and operate video gaming terminals, as defined and described herein, on the licensed premises:

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

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

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

PASSED this 12th day of April, 2022.

_____
Village Clerk

APPROVED this 12th day of April, 2022.

_____
Village President

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance No. 2705, AN ORDINANCE AMENDING SECTIONS 4-31 OF THE RANTOUL CODE IN CONNECTION WITH P-1 AND P-2 LIQUOR LICENSES	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. 04-22-2705 Ordinance - Amending Class P1 and P2 Liquor License	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:

Proposed verbiage change to the Class P-1 Liquor License:

- Not more than twelve (12) class P-1, package liquor, licenses shall be issued and outstanding at any one time.

Proposed verbiage change to the Class P-2 Liquor License:

- A class P-2, beer and wine, license shall authorize the sale at retail of beer and wine in original package form for consumption off the licensed premises where sold and not for resale in any form, and shall further authorize the sale at retail of beer and wine by the drink for consumption on the licensed premises where sold.
- Not more than four (4) class P-2, beer and wine, licenses shall be issued and outstanding from time to time.
- A Class P-2 license shall not be eligible for a Class VG License Rider.

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2705

AN ORDINANCE AMENDING SECTION 4-31 OF THE RANTOUL CODE IN CONNECTION WITH P-1 AND P-2 LICENSES

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of April, 2022, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____
Village Clerk

ORDINANCE NO. 2705

AN ORDINANCE AMENDING SECTION 4-31 OF THE RANTOUL CODE IN CONNECTION WITH P-1 AND P-2 LICENSES

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

Section 1. **Amendment**. Subsections (5) and (6) of Section 4-31, entitled "Classification of licenses", of ARTICLE II, entitled "Retail License", of CHAPTER 4, entitled "ALCOHOLIC LIQUOR", be and the same are hereby amended to provide as follows:

(5) Class P-1, package liquor license.

a. A class P-1, package liquor license shall authorize the sale at retail of any alcoholic liquor in original package form for consumption off the licensed premises where sold and not for resale in any form.

b. Samples of alcoholic liquor may from time to time be served on the licensed premises of a class P-1, package liquor license with the prior permission of the local commissioner.

c. Not more than twelve (12) class P-1, package liquor, licenses shall be issued and outstanding at any one time.

d. The fee for a class P-1, package liquor, license shall be in the amount determined from time to time by the village board.

(6) Class P-2, beer and wine license.

a. A class P-2, beer and wine, license shall authorize the sale at retail of beer and wine in original package form for consumption off the licensed premises where sold and not for resale in any form, and shall further authorize the sale at retail of beer and wine by the drink for consumption on the licensed premises where sold.

b. Samples of beer and wine may from time to time be served on the licensed premises of a class P-2, beer and wine, license with the prior permission of the local commissioner.

c. Not more than four (4) class P-2, beer and wine, licenses shall be issued and outstanding from time to time.

d. The annual fee for any class P-2, beer and wine, license shall be in the amount determined from time to time by the village board.

e. A Class P-2 license shall not be eligible for a Class VG license rider.

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

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

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

PASSED this 12th day of April, 2022.

_____
Village Clerk

APPROVED this 12th day of April, 2022.

_____
Village President

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance No. 2706, AN ORDINANCE AMENDING SECTION 4-31 OF THE RANTOUL CODE IN CONNECTION WITH CREATING A LIQUOR LICENSE CLASSIFICATION FOR THE RANTOUL FAMILY SPORTS COMPLEX	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS: 1. 04-22-2706 Ordinance - Amending Liquor License Classifications Adding Class SC	ADMINISTRATIVE NOTES:

SUMMARY HIGHLIGHTS:
Proposed addition to the Section 4-31 Liquor License Classifications:

(8) Class SC, Rantoul Family Sports Complex license.

a. A Class SC, Rantoul Family Sports Complex license shall authorize the sale at retail of beer, wine, and pre-packaged alcoholic drinks which are 15% alcohol by volume or less, by the drink for consumption on the licensed premises where sold. Sales of the types of alcohol authorized by this license shall be sold within a separate and distinct alcohol concession stand, or other building located on the premises, as well as from mobile carts which operate solely on the licensed premises. The licensed premises shall be the premises known as the Rantoul Family Sports Complex.
b. A class SC license may only be issued to the operator of the alcohol concession located upon the premises known as the Rantoul Family Sports Complex.
c. The local liquor control commissioner may impose conditions upon the sale of any alcoholic liquor on the licensed premises for the protection of minors, to avoid creating a public nuisance, or to promote the public safety and welfare.
d. A Class SC, Rantoul Family Sports Complex license shall allow for the possession of an open container and the consumption of those types of alcohol authorized by such license, purchased from the licensee licensed hereunder, only upon the premises known as the Rantoul Family Sports Complex, and only

during events occurring at the Rantoul Family Sports Complex, such being an exception to the prohibition contained in Section 4-155 of this chapter.

e. Not more than one class SC, Rantoul Family Sports Complex license shall be issued and outstanding at any one time.
f. The licensee under a Class SC, Rantoul Family Sports Complex license shall procure and maintain dram shop liability coverage in maximum coverage limits, and which shall name the Village of Rantoul as additional insured.
g. The annual fee for a class SC license shall be in the amount determined from time to time by the Village Board.

RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2706

AN ORDINANCE AMENDING CHAPTER 4 OF THE RANTOUL CODE IN CONNECTION WITH CREATING A LIQUOR LICENSE CLASSIFICATION FOR THE RANTOUL FAMILY SPORTS COMPLEX

VILLAGE OF RANTOUL

CHAMPAIGN COUNTY, ILLINOIS

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of April, 2022, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

_____

Village Clerk

ORDINANCE NO. 2706

AN ORDINANCE AMENDING CHAPTER 4 OF THE RANTOUL CODE IN CONNECTION WITH CREATING A LIQUOR LICENSE CLASSIFICATION FOR THE RANTOUL FAMILY SPORTS COMPLEX

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

Section 1. **Amendment**. That those certain sections of CHAPTER 4 of the Village Code, entitled "ALCOHOLIC LIQUOR", identified herein be and the same hereby are amended as set forth below.

A. Section 4-31 is hereby amended to establish a new classification of liquor license as follows:

1. Sec. 4-31. - Classification of licenses.

(8) Class SC, Rantoul Family Sports Complex license.

a. A Class SC, Rantoul Family Sports Complex license shall authorize the sale at retail of beer, wine, and pre-packaged alcoholic drinks which are 15% alcohol by volume or less, by the drink for consumption on the licensed premises where sold. Sales of the types of alcohol authorized by this license shall be sold within a separate and distinct alcohol concession stand, or other building located on the premises, as well as from mobile carts which operate solely on the licensed premises. The licensed premises shall be the premises known as the Rantoul Family Sports Complex.

b. A Class SC license may only be issued to the operator of the alcohol concession located upon the premises known as the Rantoul Family Sports Complex.

c. The local liquor control commissioner may impose conditions upon the sale of any alcoholic liquor on the licensed premises for the protection of minors, to avoid creating a public nuisance or to promote public safety and welfare.

d. A Class SC, Rantoul Family Sports Complex license shall allow for the possession of an open container, and the consumption of those types of alcohol authorized by such license, purchased from the licensee licensed hereunder, only upon the premises known as the Rantoul Family Sports Complex, and only during events occurring at the Rantoul Family Sports Complex, such being an exception to the prohibition contained in Section 4-155 of this chapter.

e. Not more than one class SC, Rantoul Family Sports Complex license shall be issued and outstanding at any one time.

f. The licensee under a Class SC, Rantoul Family Sports Complex license shall procure and maintain dram shop liability coverage in maximum coverage limits, and which shall name the Village of Rantoul as additional insured.

g. The annual fee for a class SC license shall be in the amount determined from time to time by the Village Board.

2. Current subsections (8) and (9) of Section 4-31 shall be renumbered to subsections (9) and (10), respectively.

Section 2. **Amendment to the License, Permit and Service Fees and Administrative Penalties Schedule**. The License, Permit and Service Fees and Administrative Penalties Schedule shall be amended to provide, under the section entitled "Chapter 4 – Alcoholic Beverages", a fee for the license established and approved under Section 1 above as follows: "4-31(8)g Class SC, Rantoul Family Sports Complex license, per year $1,650.00."

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

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 12th day of April, 2022.

_____
Village Clerk

APPROVED this 12th day of April, 2022.

_____
Village President

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Ordinance No. 2707, AN ORDINANCE AMENDING CHAPTER 20, ARTICLE XII OF THE RANTOUL CODE PERTAINING TO PROHIBITED CANNABIS ESTABLISHMENTS	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Presented at the request of a Village Trustee to consider allowing adult-use cannabis dispensing organizations within the corporate limits of the Village. Proposed changes to Chapter 20, Article XII: Chapter 20, ARTICLE XII, entitled “CANNABIS BUSINESS ESTABLISHMENT PROHIBITED”, of the Rantoul Code, be amended by deleting “Adult-Use Cannabis Dispensing Organization” from the list of prohibited Adult-Use Cannabis Business Establishments set forth in Section 20-361.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Discussion Regarding Village of Rantoul Contribution to the Rantoul Police Pension Fund	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Each year the Village of Rantoul Board of Trustees must determine the amount of money collected shall be contributed to the Rantoul Police Pension Fund.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

BOARD OF TRUSTEES
VILLAGE OF RANTOUL

AGENDA ITEM

ITEM: Discussion Regarding the Fiscal Year 2022-2023 Budget	DEPARTMENT: Administration
DATE: April 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This provides an open opportunity for the Board of Trustees to present any questions or concerns regarding the proposed Fiscal Year 2022-2023 Budget.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer