



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

Order of Business

1. Call to Order

2. Roll Call

3. Mayor's Presentation

- (A) Officer Bradley Saltsgaver Recognition of 28 Years of Service to the Village of Rantoul Police Department

4. Approval of Agenda

5. 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.

6. Items from the Mayor

- (A) Affirmation of the Appointment of Hank Gamel to the Citizen's Advisory Committee and the Storm Drainage Committee for a term expiration of 2026.
- (B) Affirmation of the Reappointment of Craig Rogers to the Citizen's Advisory Committee for a term expiration of 2026.
- (C) Affirmation of the Reappointment of Herman Fogal and Denny Long to the Micro Loan Committee and the Revolving Loan Committee for a term expiration of 2025.

7. Items from Trustees

8. 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 the website within ten days of approval.

- (A) Minutes of the June 7, 2022 Board Study Session
- (B) Minutes of the June 14, 2022 Board Meeting

9. Items from Human Resources

- (A) June 2022 Village Applicant Demographics Report

10. Items from Police Department

11. Items from Fire Department

12. Items from Comptroller

13. Items from Building Safety

14. Items from Community Development



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

Order of Business

15. Items from Recreation

- (A) Agreement for Fire Alarm Upgrades to the Forum Fitness Center with Johnson Controls, Inc. and Waters Electrical Contracting, Inc. in the amount of \$39,905.15
- (B) Intergovernmental Agreement with Rantoul Township High School for Grounds Maintenance and Management
- (C) Lease Agreement for Fitness Equipment with Johnson Health Tech North America for the Forum Fitness Center for a total of \$139,246.00

16. Items from Public Works

- (A) Construction Engineering Agreement with Hutchison Engineering, Inc. for the Illinois Transportation Enhancement Program (ITEP) Maplewood Shared Use Path Project in the amount of \$60,043.00
- (B) Contract with BH Electric LLC for the Rantoul Foods Electric Upgrade Phase 3 Project in the amount of \$91,240.20
- (C) Intergovernmental Agreement with Rantoul City Schools #137 for the Illinois Department of Transportation (IDOT) Safe Routes to School (SRTS) Grant (Pleasant Acres Elementary School) in the amount of \$450,000.00
- (D) Engineering Agreement with ESI Consultants, Ltd. for the Illinois Department of Transportation (IDOT) Safe Routes to School (SRTS) Project (Pleasant Acres Phase I and Phase II) in the amount of \$74,743.00

17. Items from the Administrator

- (A) Ordinance 2707, AN ORDINANCE AMENDING CHAPTER 20, ARTICLE XII OF THE RANTOUL CODE PERTAINING TO PROHIBITED CANNABIS ESTABLISHMENTS
- (B) Approve Redistricting Map
- (C) Approve Expenditure of American Rescue Plan Act Funds for Village Utility Payments
- (D) Ordinance 2709, AN ORDINANCE AMENDING CHAPTER 38 "TRAFFIC AND VEHICLES" OF THE RANTOUL CODE IN CONNECTION WITH NON-HIGHWAY VEHICLES
- (E) Ordinance 2708, AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 34 TAXATION OF THE RANTOUL CODE IN CONNECTION WITH HOTEL AND MOTEL USE TAX
- (F) Extend Current Waste Collection Agreement with GFL Environmental, Accepting the First Two-Year Option



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

Order of Business

- (G) Approve Microloan Application for Schitts and Giggles
- (H) Approve the Vacant Lot Purchasing Program Amendment to Include Properties of 1308 Sunset Drive, 1620 Lowry Drive, and 1521 Eater Drive

18. Items from Counsel

19. Items for Closed Session

- (A) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 21, for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for the purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.
- (B) Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee.

20. Adjournment

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Mayor's Presentation	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Officer Bradley Saltsgaver Recognition of 28 Years of Service to the Village of Rantoul Police Department	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

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

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Affirmation of the Appointment of Hank Gamel to the Citizen's Advisory Committee and the Storm Drainage Committee for a term expiration of 2026.	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Affirmation of the Reappointment of Craig Rogers to the Citizen's Advisory Committee for a term expiration of 2026.	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Affirmation of the Reappointment of Herman Fogal and Denny Long to the Micro Loan Committee and the Revolving Loan Committee for a term expiration of 2025.	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR Scott Eisenhauer

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Minutes of the June 7, 2022 Board Study Session	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS: 1. June 7 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
June 7, 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 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, Hall, Robertson, Weathersby and Johnson – 6

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Jake McCoy, Assistant Public Works Director; Chris Milliken, Zoning and Planning; Ken Waters, Fire Chief; Debbie Sage, Human Resources Manager; David Wesner, Attorney and Janet Gray, Village Clerk

The Mayor read a Proclamation in honor of Andrew Kulczycki, Director of the Community Service Center congratulating him on his retirement. The Service Center is hosting a retirement open house on June 16, 2022.

Approval of Agenda

Trustee Hall moved to approve the agenda. Trustee Weathersby seconded the motion.

On a roll call vote:

AYE: Hall, Robertson, Weathersby, Johnson and Crider – 5.

NAYS: None – 0.

ABSENT: Wilkerson - 1

The motion carried 5-0.

Public Participation

Daylanda Shelby addressed the Board with a request for a variance at 1416 Eater Drive to establish an Airbnb.

Debbra Sweat stated that in addition to an email she sent to the Board regarding residency and purchases, she had several questions.

- Asked where the Community CAPER report for 2020 and 2021 can be found on the web site and when will they be made public.
- Asked for an update on landfill issues.
- Would like a status report on the current and delinquent EDA and Micro Loans and any pending legal action.
- What area of Rantoul does the PFAS come from that is in the Wastewater.
- She referred to a note from a citizen regarding employee salary increases.

Items from Mayor

- A. The Mayor stated that he would be appointing Chad Smith as Fire Chief as of August 1, 2022. Mr. Smith is currently a Captain on the Department. He introduced Mr. Smith and asked the Board if they had any questions.

Items from Trustees

Trustee Johnson

- Asked about the status of outstanding loans for the various programs. The Attorney said he would prepare a report for the Board. She suggested hiring a debt collector.
- Asked about allowing golf carts on roadways. The Administrator and Police Dept. will bring an Ordinance to the Board in July.
- Asked what the status is of the \$500,000.00 grant from the State that Scott Bennett promised. Staff is working with the State on that grant as well as a \$400,000.00 State grant from Mike Marron.
- Asked about the status of the Heritage Park Grant. The Village was informed that it does not qualify as a distressed community for a 90% grant. The Village is challenging that to understand why it does not qualify. It will also resubmit the project for a 50% matching grant.
- Asked about the status of downtown grant. The Village should hear soon.
- Asked about the status of the retention pond on Illinois Drive. The flooding problem appears to be taken care of with the work the school did and the green spaces created by the demolition of the houses.
- Asked if the Village is going to have public meetings where the citizens can ask the Board questions. There are discussions about having District meetings in the fall, with two Districts meeting at a time.
- Asked about the disposal of outdated equipment. Is it sold and if so, where can the public find that information so they can bid on it. The Administrator said it is determined with each piece of equipment. Sales have occurred at auctions at Gordyville. Some are offered on national bidding sources.

Irene Weathersby

- Asked about the homes that recently burned. One has been demolished and the other has ownership concerns so no action has been taken.
- Had a citizen contact her about transportation to the Peace Meals. The Recreation Department provides transportation.
- Stated that Head Start is looking for teachers.

Sam Hall

- Asked that the residents watch for children who are playing outside now that school is out for the year and asked that vehicles slow down.
- Asked that citizens keep their eyes out to keep the children safe in the parks.

Trustee Crider

- Asked if the ADA Compliance information was updated on the web site. It has been updated.
- Asked when the EDA and Micro Loan Committee would meet again. The committees will meet in June to review applications.

Trustee Robertson

- Asked if the Village had tested for PFAS in the ground at Southpoint. The Administrator has asked for a report.
- Would like to see the Board vote next week to provide funds to the residents to help pay utilities. He suggested \$300 per residential household with utilities.

Items from Clerk

- A. Minutes of May 3, 2022 Special Board Meeting
- B. Minutes of May 3 2022 Regular Study Session
- C. Minutes of May 10, 2022 Board Meeting

Trustee Crider addressed some concerns in the minutes of the Special Board Meeting and Regular Study Session. The Clerk will review these minutes and forward the updated minutes to the Board.

These minutes will go to the Board for approval.

Items from Human Resources

- A. The May 2022 Village Applicant Demographics Report was included in the Board Packet.

Items from Police Department

- A. The Department is asking for approval to purchase two new Ford Police Utility Vehicles from Morrow Brothers Ford, Inc. in the amount of \$78,650.00. The replaced vehicles will be offered to other departments for their use.
- B. The Department is asking for approval to sign a service agreement with Flock Group, Inc. for 24 Falcon Cameras (License Plate Readers) in the amount of \$65,800.00 annually.

These items will go to the Board for approval.

Items from Fire Department

No Items to report.

Items from Comptroller

- A. Presented a Fiscal Year 2022-2023 Budget Amendment in the amount of \$3,491,143.00. This amendment is to allow funds allocated in the 2021-2022 budget that were not used to go forward to the new fiscal year. This situation is usually because of timing differences where products or services were received prior to year-end but were not billed in time to be paid in the correct fiscal year.

This item will go to the Board for approval.

Items from Building Safety

No items to report.

Items from Community Development

- A. The department presented a draft of the 2022 Community Development Block Grant Annual Action Plan for review. This Plan serves as the application for the 2022 CDBG funds. The amount for 2022-2023 is \$335,317.00. This amount decreased approximately \$19,000.00 based on the 2020 census.

This item will go to the Board for approval.

Items from the Recreation

No items to report.

Items from Public Works

- A. The department is requesting approval for the purchase of a mini excavator for the Sanitary and Storm Division from Altorfer CAT in the amount of \$70,000.00.
- B. The department is requesting approval of a service agreement for the HVAC replacement project at the Water Treatment Plant with Davis-Houk Mechanical, Inc. in the amount of \$301,995.00.
- C. The department is requesting approval of the purchase of a tree chipper for the Street Systems Division from Vermeer Midwest in the amount of \$100,000.00.

These items will go to the Board for approval.

Items from Administration

- A. The Administrator presented an Ordinance amending section 4-38, Video Gambling License Rider. This Ordinance would allow establishments to have up to six machines each which is in line with the State Statutes.
- B. The Administrator discussed the requirements for Officers to live in the Village limit, based on job responsibility. He is proposing changing the requirement to require the Administrator and Fire and Police Chiefs to live in the Village limits.
- C. The Administrator presented preview of July agenda items.
 - A redistricting draft will be brought to the Board in July. There is a meeting this Thursday, June 9 at 5:00 pm in the Conference Room. Citizens may submit maps for review. This map must be approved by August.
 - The Cannabis issue will come back to the Board. A survey will be posted on the web site and social media for public comments.
 - The Golf Cart Ordinance will come to the Board.
 - We have had several requests to purchase vacant lots. An updated list of properties will go to the Board for approval for sale.
 - An updated list of ARPA spending suggestions was been distributed and updated on the web site. Will have a discussion to narrow the list. Public meetings will be held for citizen input.
 - The Trustees would like to discuss applying funds to every residential utility account. The Administrator will provide some documentation that would include funds for Administrative costs for staff time.

Items A and B will go to the Board for approval.

The Mayor recognized Loise Haines who asked to make a statement.

Items from Counsel

- A. The Attorney stated he will send a memo updating the Board on the issues he is working on.

The Mayor recognized Janet Brotherton who asked to make a statement.

Closed Session

There was no Closed Session.

Meeting Adjourned

The Mayor adjourned the meeting at 8:05 pm.

Respectfully submitted,

Janet E. Gray, MMC
Village Clerk

Approved

Charles Smith
Village President

ATTEST:

Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Study Session of the Board of Trustees held June 7, 2022 as the same appears on the records of the Village now in my custody and keeping.

Janet E. Gray, MMC
Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Minutes of the June 14, 2022 Board Meeting	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS: 1. June 14 Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
JUNE 14, 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

Pastor Emily Little, First United Methodist Church opened the meeting with prayer. Following the invocation, Trustee Hall led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

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

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Jolene Gensler, Comptroller; Chris Milliken, Urban Planning Manager; Jake McCoy, Assistant Public Works Director; Luke Humphrey, Recreation Department Director; David Wesner, Attorney and Janet Gray, Village Clerk

The Mayor read a Proclamation for Juneteenth Freedom Day, June 19, 2022.

Approval of Agenda

Trustee Crider moved to approve the agenda for the meeting, as presented.

Trustee Hall seconded the motion. One a Roll Call vote:

YEAS: Crider, Wilkerson, Hall, Robertson, Weathersby and Johnson – 6.

NAYS: None – 0.

The motion carried 6-0.

Public Participation

Chris Powers would like to see some of the ARPA money would be used to update the electric power grid. Expressed concern about how the data from the license plate readers will be used.

Wendell Goldson made a statement.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

- A. Minutes of Special Board Meeting May 3, 2022
- B. Minutes of Regular Study Session May 3, 2022
- C. Minutes of Regular Board Meeting May 10, 2022
- D. Approval of bills and monthly financial report

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

YEAS: Johnson, Crider, Wilkerson, Hall, Robertson and Weathersby – 6.

NAYS: None – 0.

The motion carried 6-0.

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

Trustee Weathersby moved to authorize and approve the purchase of two new Ford Police Utility Vehicles from Morrow Brothers Ford, Inc. in the amount of \$78,650.00. Trustee Crider 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 a Service Agreement with Flock Group, Inc. for twenty-four (24) Falcon Cameras in the amount of \$65,800.00.

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.

Trustee Johnson moved to authorize and approve the purchase of a Mini Excavator for Public Works Sanitary & Storm Division from Altorfer CAT in the amount of \$72,000.00. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Johnson, Crider, Wilkerson, Hall, Robertson and Weathersby – 6.

NAYS: None – 0.

The motion carried 6-0.

Trustee Crider moved to authorize and approve a Service Agreement for the HVAC Replacement Project at the Water Treatment Plant with Davis-Houk Mechanical in the amount of \$301,995.00. 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.

Trustee Johnson moved to authorize and approve the Tree Chipper Replacement for Public Works Street & Systems Division from Vermeer Midwest in the amount of \$100,000.00. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Johnson, Crider, Wilkerson, Hall, Robertson and Weatherby – 6.

NAYS: None – 0.

The motion carried 6-0.

C. Consideration of Ordinances & Resolutions

Ordinance No. 2715

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

Trustee Crider moved to pass Ordinance No. 2715. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Crider, Hall, Weathersby and Smith – 4

NAYS: Wilkerson, Robertson and Johnson – 3.

The motion carried 4-3.

Ordinance No. 2716

AN ORDINANCE AMENDING ARTICLE V OF CHAPTER 24 PERSONNEL OF THE RANTOUL CODE IN CONNECTION WITH EMPLOYMENT POLICIES

Trustee Hall moved to pass Ordinance No. 2716. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Wilkerson

NAYS: Hall, Robertson, Weathersby, Johnson and Crider – 5

The motion failed 1-5.

Ordinance No. 2717

AN ORDINANCE REVISING THE FISCAL YEAR 2022-2023 BUDGET FOR MULTIPLE FUNDS

Trustee Johnson moved to pass Ordinance No. 2717. 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.

Community Development Resolution No. 301

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2022 ANNUAL ACTION PLAN

Trustee Hall moved to pass Community Development Resolution No. 301.

Trustee Johnson 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.

D. New Business

E. Announcement

Trustee Weathersby stated Head Start is hiring teachers and is looking for more families to serve. She also thanked the Empty Tomb for money they have provided to the Regional Plan Commission.

The Administrator said an updated list for proposed use of the ARPA funds was included in the Board Packet.

Trustee Hall mentioned the Juneteeth celebration on June 18, from 1 – 7 pm, at Dis and Dat BBQ. He informed the public of a program Jack Anderson has that is providing bikes for Rantoul Youth.

Trustee Crider said the Summer Initiative project has started for youth entering sixth grade and up. The program runs from July 11 to August 15. She thanked Village for trees planted where the fence came down. Complimented Village of stripping roads.

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.

MEETING ADJOURNED AT 6:58 pm.

Janet E. Gray, MMC
Village Clerk

Approved

Charles Smith, Village President

ATTEST:

Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held June 14, 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: June 2022 Village Applicant Demographics Report	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS: 1. HR Report - July 2022	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Open Positions for Village of Rantoul

June 27, 2021 to June 28, 2022

Position					
	Census Report 2016	Grounds Maintenance Worker Job ID 92287		Public Works Summer Worker Job ID 97015, 98928	
Race		Number	Percentage		
White	60.9%	25	60%	3	60%
African American	24.9%	9	21%	1	20%
Asian	2.3%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.1%	1	2%	0	0%
Hispanic/Latino	12.5%	4	10%	1	20%
American Indian	0.5%	0	0%	0	0%
Two or More Races	6.2%	1	2%	0	0%
Unknown	0.0%	2	5%	0	0%
Gender					
Male	47.9%	40	95%	3	60%
Female	52.1%	2	5%	2	40%
Total Applications					
		42		5	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Closed 06/16/2022		Currently Open	

Position					
		Adult Umpire Job ID 92231		Youth Umpire Job ID 92217	
Race		Number	Percentage	Number	Percentage
White		7	100%	8	61%
African American		0	0%	1	8%
Asian		0	0%	0	0%
Native Hawaiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		0	0%	2	15%
American Indian		0	0%	0	0%
Two or More Races		0	0%	1	8%
Unknown		0	0%	1	8%
Gender					
Male		7	100%	9	69%
Females		0	0%	4	31%
Total Applications					
		7		13	
Open / Filled					
		Seasonal Position		Seasonal Position	
		Closed 06/10/2022		Closed 06/10/2022	

Open Positions for Village of Rantoul

June 27, 2021 to June 28, 2022

Position					
	Census Report 2016	Sports Complex Maintenance Worker Job ID 92066		Youth Center Aide Job ID 92121	
Race				Number	Percentage
White	60.9%	19	53%	17	35%
African American	24.9%	9	26%	19	40%
Asian	2.3%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	3	9%	7	15%
American Indian	0.5%	0	0%	0	0%
Two or More Races	6.2%	3	9%	4	8%
Unknown	0.0%	1	3%	1	2%
Gender					
Male	47.9%	24	69%	17	35%
Female	52.1%	11	31%	31	65%
Total Applications					
		35		48	
Open / Filled					
		Seasonal Position		All Year Round - Part Time	
		Closed 06/16/2022		Recreation Department	

Position					
		Police Officer Job ID 69117		Public Works Director Job ID 80512	
Race			Percentage	Number	Percentage
White		46	70%	6	13%
African American		10	15%	5	10%
Asian		1	2%	0	0%
Native Hawaiian/Pacific Islander		0	0%	0	0%
Hispanic/Latino		6	9%	0	0%
American Indian		1	2%	0	0%
Two or More Races		1	2%	0	0%
Unknown		0	0%	1	2%
Gender					
Male		50	77%	11	92%
Females		15	23%	1	8%
Total Applications					
		65		12	
Open / Filled					
		Full Time Position		Full-Time Position	
		Police Department		Public Works	

Open Positions for Village of Rantoul

June 27, 2021 to June 28, 2022

Position					
	Census Report 2016	Firefighter Job ID 76624		Group Fitness Instructor Job ID 87310	
Race		Number	Percentage	Number	Percentage
White	60.9%	17	57%	3	60%
African American	24.9%	8	27%	1	20%
Asian	2.3%	0	0%	0	0%
Native Hawaiian/Pacific Islander	0.1%	0	0%	0	0%
Hispanic/Latino	12.5%	0	0%	0	0%
American Indian	0.5%	0	0%	0	0%
Two or More Races	6.2%	4	13%	1	20%
Unknown	0.0%	1	3%	0	0%
Gender					
Male	47.9%	24	80%	2	40%
Female	52.1%	6	20%	3	60%
Total Applications					
		30		5	
Open / Filled					
		Volunteer Position		Part-Time Position	
		Fire Department		Recreation	

Position					
		Lifeguard Job ID 98690		Wastewater Treatment Operator Job ID 99897	
Race					
White		3	100%	12	86%
African American		0	0%	1	7%
Asian		0	0%	0	0%
Native Hawaiian/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	7%
Unknown		0	0%	0	0%
Gender					
Male		0	0%	12	86%
Females		3	100%	2	14%
Total Applications					
		3		14	
Open / Filled					
		Seasonal		Full-Time Position	
		Recreation Department		Public Works	

HIRE INFORMATION

June 1, 2022 to June 30, 2022

Additional Information		
Department	New	Hires
Police Department		1
Recreation		4
Total		<u>5</u>
Part Time		4
Full Time		<u>1</u>
Total		<u>5</u>
Department	Full - Time Employee Hires / Pending Hires	
Police Department	1 (Start Date: 06/06/2022)	

Total Numbers				
	Total Applications		Total Hired	
Race	Number	Percentage	Number	Percentage
White	166	59%	5	100%
African American	64	23%	0	0%
Asian	1	0%	0	0%
Native Hawaiian/Pacific Islander	1	0%	0	0%
Hispanic/Latino	23	8%	0	0%
American Indian	1	0%	0	0%
Two or More Races	16	6%	0	0%
Unknown	7	3%	0	0%
Gender				
Male	199	71%	2	40%
Females	80	29%	3	60%
Total Applications				
	279		5	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Agreement for Fire Alarm Upgrades to the Forum Fitness Center with Johnson Controls, Inc. and Waters Electrical Contracting, Inc. in the amount of \$39,905.15	DEPARTMENT: Recreation
DATE: July 5, 2022	AMOUNT: \$39,905.15
ATTACHMENTS: 1. Forum Fire Alarm Upgrade - Johnson Controls, Inc Proposal 2. Forum Fire Alarm Upgrade - Device Placement Plan 3. Forum Fire Alarm Upgrade - Waters Electrical Contracting, Inc Proposal 4. Forum Fire Alarm Upgrade - Anderson Electric Proposal 5. Forum Fire Alarm Upgrade - RC Electric & Communications, Inc Proposal	ADMINISTRATIVE NOTES: Johnson Controls: \$21,803.15 Waters Electric: \$16,402.00 Contingency: \$1,700.00 Total: \$39,905.15
SUMMARY HIGHLIGHTS: This agenda item provides for the upgrade of the fire alarm system at the Forum Fitness Center. As documented within your board packet, Johnson Controls, Inc. (JCI) is to upgrade the current fire alarm system at Forum Fitness Center, reusing the control panel and cellular radio that were installed last year as part of the Village fire communication upgrade. JCI will provide all new smoke detectors, heat detectors, pull stations at entry/exit doors, horn strobes, and strobes in required locations. JCI will provide all cabling and low voltage equipment to Waters Electric. Waters Electric will pull all cables and conduits, and mount devices per attached drawing and scope of work. JCI will return once cabling and devices are installed to program devices, test each device, and train users on system use. The system has been designed per NFPA 72 guidelines, which coincide with recently updated Village Codes that the Board has approved over the past few months. Johnson Controls, Inc. is the sole source vendor for the Village security controls in regards to hardware, some installation, and monitoring. For the electrical installation	

scope of work for this project, we gathered three quotes from electrical contractors, with Waters Electrical Contracting, Inc. submitting the lowest quote. Also, due to fluctuating material costs, we are requesting a contingency should anything arise during any phase of the installation process.

For reference, Johnson Controls, Inc. has recently upgraded the fire alarm systems at the Public Works electric building, the water treatment facility, and they currently are in the process of upgrading the Rantoul Police Department building.

RECOMMENDED ACTION: Requesting approval of the quote from both Johnson Controls, Inc. and Waters Electrical Contracting, Inc., along with contingency funds in the amount of \$39,905.15 to upgrade the fire alarm system at the Forum Fitness Center, which is a budgeted item in the FY 2023 budget.

DEPARTMENT HEAD APPROVAL Luke A. Humphrey	VILLAGE ADMINISTRATOR Scott Eisenhauer
--	---



Line Item Proposal

Estimate: ForumFitnessCenter_IL_Rantoul
_FA_1-5U3ZYZ9

03/23/2021

Customer Forum Fitness Center
Village of Rantoul
200 W Flessner Ave,

Rantoul,IL,61866
Requested By: Luke Humphrey
Prepared By: Jamison Kuemmerle

Group				
Item	Qty	Device#	Description	Total
1	LOT	Prevailing Labor	Prevailing Labor	
2	1	Profile Codes BA/FA/ER Configurator	Profile Codes	
3	1	10	Account Management - None	
4	1	10	Essential Maintenance PROVIDED	
5	1	10	Guard Response and Training - None	
6	1	NCOE Centralized Design Domestic	NCOE Centralized Design Domestic	
7	1	NCOE Fire Alarm Design and Submittals	NCOE Fire Alarm Design & Submittals	
8	1	COE Services	***** SERVICES *****	
9	1	NCOE Services	Design & Engineering	
10	1	COE Head End	***** HEAD END *****	
11	1	2081-9275	12V 18AH BATTERY (112-046)	
12	1	6160CR-2	KEYPAD,ALPHA,COMM,FIRE,RED 6160CR-2	
13	1	FCPS-24FS6-A8	24 Volt, 6 Amp Remote Power Supply 4 Class B or A (with ZNAC-4 module)	
14	2	477967	Battery, Sealed Lead-Acid, 12 Volt, 7.0Ah	
15	1	DTK-120HW	120V HARDWIRE SURGE PROTECTOR UL1449	
16	1	COE Field Devices	***** FIELD DEVICES *****	
17	1	Line Item Comment	***** INITIATING DEVICES *****	
18	38	5193SD	SMOKE DET,PHOTO,VPLEX 5193SD	
19	5	5193SDT	SMOKE DET,PHOTO,THERMO,VPLEX 5193SDT	
20	1	5601P	135 degrees Fahrenheit Fixed Temp/Rate-of-Rise, Single-Circuit Mechanical Heat Detector with Plain Housing	
21	6	BG-12L	Pull Station, Dual-action, SPST N/O switch, key lock	
22	3	STI1100	STOPPER II,W/HORN,FLUSH	
23	2	4101SN	VPLEX Relay, Form C	
24	8	4193SN	Miniature VPLEX Serial Interface Device (converts any hardwired device to VPLEX)	
25	1	Line Item Comment	***** Notification Devices *****	
26	28	PC2WL	2-Wire Ceiling Horn Strobe, White	
27	2	PC2RK	2 WIRE HORN/STROBE CEILING STD CD RED	



Line Item Proposal

Estimate: ForumFitnessCenter_IL_Rantoul
_FA_1-5U3ZYZ9

03/23/2021

			OUTDOOR
28	4	SCWL	Ceiling Strobe, White
29	1	P2RK	Red, outdoor horn strobe with selectable settings, back box included
30	1	COE Cable	***** CABLE *****
31	LOT	740208-L	SLC
32	LOT	494449	ANNUNCIATOR / DATA BUS / REMOTE TEST
33	LOT	493491	NAC
34	1	Programming	Programming
35	1	Labor Adjustments	System Demo (2 techs)
36	1	Line Item Comment	**** Qualification / Clarification ****
37	1	Line Item Comment	*** Estimate is based on minimum NFPA & IBC requirements
38	1	Line Item Comment	*** Dedicated 120 VAC power shall be connected to the fire alarm panels and supplied by others.
39	1	Line Item Comment	*** All wire shall be open ran in ceiling or concealed in wall or placed in conduit
40	1	Line Item Comment	*** No monies for patching and or painting have been included
41	1	Line Item Comment	*** No monies for a knox box have been included
42	1	Line Item Comment	*** No monies included for third party review
43	1	Line Item Comment	*** This estimate assumes JCI has unimpeded access to all areas in scope of work.
44	1	Line Item Comment	*** Design is based on a not sprinklered building
45	1	Line Item Comment	*** Any changes requested by the AHJ or customer will be at an additional charge.
46	1	23	Fire Alarm and Critical Condition Monitoring PROVIDED
47	1	21	Sole Path Cellular 60 Minute Supervision Services PROVIDED (Added 4 Weatherproof Strobes for Steam & Sauna rooms in Men's & Women's restroom) 2/14/2022 Added POC to 2 sets of existing door holders Added cabling necessary for POC to 2 door holders.



Line Item Proposal

Estimate: ForumFitnessCenter_IL_Rantoul
_FA_1-5U3ZYZ9

03/23/2021

Installation Charges

Estimated Total - Material	\$15,512.00
Estimated Total – Labor	\$3,891.15
Estimated Total – Other	2,400.00
Estimated Total Installation Charge	
*Estimated Total – Sales Tax	
Estimated Total	\$21,803.15

Annual Service Charges

Estimated Monthly Service Charge	\$0.00
Estimated Annual Service Charge	\$0.00
*Estimated Annual Service Tax	\$0.00
Estimated Total	\$0.00

* Tax value shown is estimated and may differ from the actual tax value that will be on the invoice.

Johnson Controls Security Solutions LLC

Johnson Controls

By: Jamison Kuemmerle

Agent

Approved:

Authorized Representative of Johnson Controls

Forum Fitness Center

Customer

By:

Title

JCI to upgrade the current fire alarm system at Forum Fitness only reusing the control panel and cellular radio that was installed last year as part of the village fire communication upgrade. JCI will provide all new smoke detectors, heat detectors, pull stations at entry/exit doors, horn strobes and strobes in required locations. JCI to provide all cabling and low voltage equipment to Waters Electric. Waters Electric will pull all cable, conduit and mount devices per attached drawing and scope of work. **Waters Electric's price for labor and misc material is not included in this quote.** JCI will return once cabling and devices are installed to program devices, test each device and train users on system use. System has been designed per NFPA 72 guidelines. Permit will be applied for through Jake Lukens, Village of Rantoul once project has been approved. Jake stated there will be no charge for the permit as the Forum is a Village Building. If there are any questions, please feel free to reach out to me anytime to discuss. 217-304-1994 or Jamison.kuemmerle@jci.com

2-1-2022 Revision, added (2) Electromagnetic door openers to proposal and labor to install and tie into upgraded fire alarm. Wire to be run by Waters Electric.

2-14-2022 Revision

(Added 4 Weatherproof Strobes for Steam & Sauna rooms in Men's & Women's restroom)

Added POC to 2 sets of existing door holders

Added cabling necessary for POC to 2 door holder

KEYPLAN

CONTACT INFORMATION:

ISSUE LOG:

[illegible]

FORUM FITNESS CENTER

200 W FLESSNER AVE
RANTOUL, IL 61866

DESIGNED BY:	D. PEDFOR
DRAWN BY:	J. VEGA
CHECKED BY:	02/11/202
JOB / CASE #:	1-5U3ZY29

NOT FOR
CONSTRUCTION

SHEET: 11

DEVICE PLACEMENT PLAN

FA101



WATERS ELECTRICAL CONTRACTING, INC.

582 HAZELCREST

RANTOUL, IL. 61866

PHONE: 217-892-2396

FAX: 217-893-8351

Proposal

PROPOSAL NUMBER

2022/083

February 21 2022

C l i e n t	Village of Rantoul	Job Name:	Forum Fitness Center
	333 South Tanner Street	Start Date:	
	Rantoul Illinois 61866	Job Location:	
		Email:	
		Job Phone:	

WE PROPOSE THE FOLLOWING

Run new wire to new fire alarm devices

Install new provided fire alarm devices and new provided panel

NOTE: All fire alarm equipment provided by others and system certification by others

Price includes labor and materials to complete job as specified above

Additional information pertaining to this Proposal

PRICE GOOD 20 DAYS FROM PROPOSAL DATE**PAYMENT IN FULL WHEN JOB COMPLETE****DUE: NET 15****PAYMENT BY CREDIT CARD SUBJECT TO 3% PROCESSING FEE**

All past due accounts are subject to monthly finance charges

Total Job Cost for Proposal **\$16,402.00**Authorized
Signature**ACCEPTANCE OF PROPOSAL**

Conditions of the Proposal

Please consider our proposal for work to be done.

Please sign & date the proposal for acceptance.

Return to Waters Electric so we may schedule your job.

By accepting our proposal you agree with the above specifications and hereby authorize the performance of work.

Signature _____ Date _____

Signature _____ Date _____

Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866

Email Jamison.Kuemmerle@JCI.com	Fax
Job Name Forum Fitness Center.	
Job Location Rantoul, IL	
Attn: Jameson Kuemmerle	Date of Plans

In response to your request for quotation for work, we propose to furnish labor, tools, material, and equipment necessary for the upgrade of existing fire alarm.

Scope to include:

1. Install new fire alarm wire to new fire alarm devices.
2. Install new fire alarm devices.
3. Install new fire alarm panel.

Clarifications:

1. All work to be performed during normal working hours.
2. Johnson Controls to provide all wire.
3. Johnson Controls to provide all devices.
4. Johnson Controls to provide new fire alarm panel.

We Propose to furnish the scope of work outlined for the sum listed above.

Nineteen Thousand, Seven Hundred Eighty-Six and 18/100 dollars \$19,786.18

Payment to be made as follows: **Net 15 days**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above scope involving extra costs will be done only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond the control of Anderson Electric, Inc. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature 
Bryan L. Allison, SVP
Note: This proposal is subject to a mutually acceptable contract and may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal – The above scope of work and conditions are satisfactory and hereby accepted. You are authorized to proceed with the work and payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Name & Title _____



Estimate

Date	Estimate #
6/8/2022	4047

R.C. Electric and Communications, Inc
 1414 S State St
 Westville, IL 61883
 Office: 217-267-7227

Name / Address
Village Of Rantoul 333 S Tanner St Rantoul, IL 61866

Project

Description	Qty	Rate	Total
Project Location: Forum Fitness Center		0.00	0.00T
Run new electrical wire to new fire alarm devices.	1	19,513.00	19,513.00T
Install "Customer supplied" fire alarm devices and panel.			
Note: All Fire Alarm Equipment and Certifications are provides by others.		0.00	0.00T
This estimate includes all material and labor, it also includes any and all city or state permits and will be inspected by electrical inspector if required. All work will be and material will meet all city and national codes.		0.00	0.00T

		Subtotal	\$19,513.00
		Sales Tax (0.0%)	\$0.00
		Total	\$19,513.00

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Intergovernmental Agreement with Rantoul Township High School for Grounds Maintenance and Management	DEPARTMENT: Recreation
DATE: July 5, 2022	AMOUNT: \$34,000.00 Annually
ATTACHMENTS: 1. Rantoul Township Intergovernmental Agreement 061422 2. Wabash Plat of Survey	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: On June 20, 2022, the Rantoul Township High School School Board approved an Intergovernmental Agreement with the Village of Rantoul Recreation Department for grounds maintenance and management. Attached is the proposed agreement that their board approved. Historical information: • Wabash Park: Physical Plat of Survey(within packet) is the only known document describing the historical relationship at Wabash Park (JW Eater Jr High School (EJHS), Rantoul Township High School (RTHS), Rantoul Park District, Village owned) • A handshake agreement was in place up until this point, which exchanged maintenance services for usage of the properties • With construction of the Rantoul Family Sports Complex, and no further need to use the RTHS properties, communication with RTHS leadership led us to mutually agree that this was the proper time to institute an Intergovernmental Agreement, as well as to request compensation for maintenance and management of these properties Highlights of the agreement include: • If approved, the agreement is for three (3) years, and it states that RTHS shall pay the Village a fee of \$34,000.00 annually, payable in a lump sum by August 1st of each year beginning in 2022	

- \$34,000.00 would be dedicated revenue for Grounds Maintenance Services
- The agreement covers mowing and routine grounds maintenance of the areas at Wabash Park and the RTHS football field, as depicted in Exhibit “A” within your packet
- Supplies will be paid for by RTHS

RECOMMENDED ACTION: Staff recommends the board approve the intergovernmental agreement with RTHS in the amount of \$34,000.00 for grounds maintenance and management.

DEPARTMENT HEAD APPROVAL
Luke A. Humphrey

VILLAGE ADMINISTRATOR
Scott Eisenhauer

Grounds Management/Maintenance Agreement

This Agreement for Grounds Management and Maintenance is made and entered into as of this ____ day of _____, 2022 by and between Rantoul Township High School (“RTHS”) and the Village of Rantoul, Illinois (“Village”).

1. RTHS hereby agrees to engage the Village to manage/maintain the properties owned by RTHS listed on Exhibit “A” for a 3 year term beginning July 1, 2022 and ending June 30, 2025.

2. Included in the services to be provided by the Village are the following:

A. Mowing:

Mowing Height: 2 ½” - 3 ½”

Debris Pick-Up Properties / sites are to be clean before mowing - paper, cans, sticks, stones, bottles, and other objects which present a hazard if thrown from mower or detract from appearance.

Mowing: At least once every seven (7) days, or more if needed, to keep turf within specified mowing height 2 ⅞" - 3 ⅞". Turf mowers are to be rotary-type, maintained and in good working order. No tractor tow behind-type mowers are to be used. RTHS turf grass requires a top-quality cut. Blades to be maintained and sharpened or replaced. All tools or equipment required to carry out the operations within the scope of this Contract shall be provided by the Village and shall meet safety standards, codes, and laws as they apply. The Village shall provide an adequate number of competently trained personnel with sufficient supervision to provide the services required.

String Trimming: Once every twenty-one (21) days around all objects, site amenities, fences, plant material, or sidewalks and pathways, where mower cannot cut.

Clippings: Evenly distributed, may remain - if they detract from appearance, they must be removed. No piles, windrows, or blankets of clippings shall be left behind.

Clean Up: Grass clippings are to be discharged away from all flower beds, shrub beds, signs, tree rings, and fences. Grass clippings are to be blown from all hard surfaces, i.e. walks, paths, parking lots, shelters. The Village is to leave the site in a clean and neat appearance.

B. Game & Practice Field Management/Maintenance Services: The Village will supply as reasonably necessary all of the equipment and labor required to provide the following maintenance services:

1. Baseball/softball fields gameday and practice prep (drag fields, paint lines, chalk lines, maintain bases and pitching mounds)
2. Football gameday and practice fields prep (paint lines for football and band)

C. Additional Maintenance Services: The Village will supply as reasonably necessary all of the equipment and labor required to provide the following maintenance services which includes but is not limited to:

1. Pickup and chip all sticks/tree debris and trim trees
2. Maintain irrigation systems
3. Clean/maintain bathroom in Wabash Park
4. Pick up leaves during the fall/spring season
5. Pick up trash, empty garbage cans and dispose of accordingly
6. Maintain restrooms and concession stand
7. Batting cage net install and teardown
8. Coordinate maintenance on baseball field lights
9. Spraying of fence lines and other areas as necessary
10. Top dressing, backfill, seeding, fertilizing of turf grass

D. Additional Management Services: The Village will coordinate as reasonably necessary with RTHS Administration for:

1. Athletic events
2. Graduation
3. Usage of the Rantoul Family Sports Complex
4. Other requests deemed necessary that require collaboration amongst both parties

E. Supplies: At the request of or approval from RTHS for the maintenance of all RTHS properties listed in Exhibit "A" and independent of the lump sum fee, the Village will supply and be reimbursed for all material costs plus 10% for the following which includes but is not limited to: irrigation, fertilizer, seed, sod, limestone, weed killer, paint, flowers etc.

Historical examples include:

1. Fertilize and seed turf sod; also, to provide irrigation hardware and apply chemicals as reasonably necessary
2. Top dress limestone infields
3. Replacement of bases as necessary
4. Repairs to fence lines, dugouts and other areas to maintain safety adherence
5. Paint dugouts, batting cages and concession stand

Any supplies that are requested by RTHS will be invoiced after the completion of all applicable work and will be Net 30.

F. Payment for Services. RTHS shall pay the Village a fee of \$34,000 annually pursuant to this Agreement, payable in annual installments with the first payment to be made August 1, 2022 with subsequent annual payments of \$34,000 being made August 1, 2023 and August 1, 2024.

In witness whereof, we have executed this Agreement as of the date and year written above.

RTHS

By:_____
Superintendent

Village of Rantoul, Illinois

By:_____

Exhibit "A"

1. Wabash Park (620-628 E. Wabash Ave.)

Pin: 20-09-02-179-003; 9.74 acres



2. RTHS Football Field (200 S. Sheldon St.)

Pin: 20-09-02-132-001; ~ 2 acres



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Lease Agreement for Fitness Equipment with Johnson Health Tech North America for the Forum Fitness Center for a total of \$139,246.00	DEPARTMENT: Recreation
DATE: July 5, 2022	AMOUNT: Acquisition Cost: \$139,246.00 Term: Five (5) years Monthly Payment Amount: \$2595.90
ATTACHMENTS: 1. Johnson Health Tech North America Proposal 2. Matrix Fitness Equipment Proposal with Extended Warranty	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This agenda item provides for a fitness equipment lease with Johnson Health Tech North America. Within your board packet is a description of each piece of equipment. In short, staff is requesting to lease the following equipment for a five-year period: • Two MATRIX EnduranceTouchXL Climbmill • Ten MATRIX Lifestyle TouchXL Treadmill • Two MATRIX Performance Ascent Trainer • Two MATRIX Lifestyle Touch Recumbent Cycle • Two MATRIX Lifestyle Touch Upright Cycle • Four MATRIX Lifestyle Touch Elliptical With the completion of the construction grant work, the remodeled cardio room is now equipped both electrically and technologically to accept all of these pieces of equipment. By approving this lease, we will be able to provide top notch equipment that will hopefully continue to drive usage of the Forum and quality of life opportunities.	
RECOMMENDED ACTION: Requesting approval to enter into a five (5) year lease agreement with Johnson Health Tech North America for the lease of 22 pieces of cardio	

equipment.

DEPARTMENT HEAD APPROVAL
Luke A. Humphrey

VILLAGE ADMINISTRATOR
Scott Eisenhower

Johnson Health Tech North America

April 21, 2022

FORMAL PROPOSAL

OBLIGOR: RANTOUL REC

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the three (3) year, four (4) year, and five (5) year terms.

EQUIPMENT: NEW FITNESS EQUIPMENT**OPTION 1**

Acquisition Cost:	\$139,246.00	Term:	Three (3) years	First Payment Due:	One Month from Close
Down Payment:	\$ 0.00	Payment Mode:	Monthly in Arrears	Payment Amount:	\$4,153.97
Trade In:	\$ 0.00	Interest Rate:	4.690%		
Principal Balance:	\$139,246.00	Rate Factor:	0.029832		

OPTION 2

Acquisition Cost:	\$139,246.00	Term:	Four (4) years	First Payment Due:	One Month from Close
Down Payment:	\$ 0.00	Payment Mode:	Monthly in Arrears	Payment Amount:	\$3,180.94
Trade In:	\$ 0.00	Interest Rate:	4.590%		
Principal Balance:	\$139,246.00	Rate Factor:	0.022844		

OPTION 3

Acquisition Cost:	\$139,246.00	Term:	Five (5) years	First Payment Due:	One Month from Close
Down Payment:	\$ 0.00	Payment Mode:	Monthly in Arrears	Payment Amount:	\$2,595.90
Trade In:	\$ 0.00	Interest Rate:	4.499%		
Principal Balance:	\$139,246.00	Rate Factor:	0.018643		

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Johnson Health Tech North America and the transaction funded on ALL proposals on or before May 5, 2022. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligor or its assignees, then Obligor or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

JOHNSON HEALTH TECH NORTH AMERICA

Signature

Title

Date

RANTOUL REC

Signature

Title

Date

The background of the slide is a photograph of a gym. In the foreground, a Matrix elliptical machine is visible, with its brand name 'MATRIX' printed on the front panel. The machine is dark grey with some lighter grey accents. In the background, other gym equipment, including a cable machine, is visible but out of focus. The overall lighting is bright and even.

MATRIX

FITNESS EQUIPMENT PROPOSAL

PREPARED EXCLUSIVELY FOR

Rantoul Recreation
Jenny Redden
March 16, 2022

PREPARED BY

Matrix Fitness
Kevin Kingston
1600 Landmark Dr
Cottage Grove, WI 53527
773-919-7370
kevin.kingston@matrixfitness.com

MATRIX

QUOTE

Date: 03/16/2022
 Quote #: QUO-118663-M2H5X2
 Expires On: 04/15/2022

Primary Sales Contact

Kevin Kingston
 P: 773-919-7370 F: 608-839-5689
 kevin.kingston@matrixfitness.com

Alternate Sales Contact

Becky Cowell
 P: 608-839-1199 F: 608-839-5689
 Becky.Cowell@matrixfitness.com

Bill To:

Rantoul Recreation
 Jenny Redden
 100 E Flessner
 Rantoul, IL 61866
 US
 (217) 893-5751 -
 jredde@village.rantoul.il.gov

Ship To:

Rantoul Recreation
 100 E Flessner
 Rantoul, IL 61866
 US

Comments:**Shipping Notes:**

- Cardio Frame Color: Graphite

Qty	Model Number	Description (Sell sheet hyperlinks in Blue)	List Price	Net Unit Price	Ext. Price
2	CM-ES-TouchXL	Matrix Endur.TouchXL Climbmill Graphite	\$19,080.00	\$7,700.00	\$15,400.00
2	ZMT4000149	3x3 FC EXT WTY 5YR \$7,000-\$9,999.99	\$625.00	\$625.00	\$1,250.00
10	T-LS-TouchXL	Matrix Lifestyle TouchXL Treadmill	\$12,765.00	\$6,200.00	\$62,000.00
10	ZMT4000148	3x3 FC EXT WTY 5YR \$5,000-\$6,999.99	\$492.00	\$492.00	\$4,920.00
2	A-PS-Touch	Matrix Perf. Touch Ascent Graphite	\$18,450.00	\$6,700.00	\$13,400.00
2	ZMT4000148	3x3 FC EXT WTY 5YR \$5,000-\$6,999.99	\$492.00	\$492.00	\$984.00
2	R-LS-Touch	Matrix Lifestyle Touch Recumbent Graphite	\$9,890.00	\$4,700.00	\$9,400.00
2	ZMT4000147	3x3 FC EXT WTY 5YR \$4,000-\$4,999.99	\$482.00	\$482.00	\$964.00
2	U-LS-Touch	Matrix Lifestyle Touch Upright Cycle Graphite	\$9,253.00	\$4,500.00	\$9,000.00
2	ZMT4000147	3x3 FC EXT WTY 5YR \$4,000-\$4,999.99	\$482.00	\$482.00	\$964.00
4	EP-LS-Touch	Matrix Lifestyle Touch Elliptical Graphite	\$10,660.00	\$5,000.00	\$20,000.00
2	ZMT4000147	3x3 FC EXT WTY 5YR \$4,000-\$4,999.99	\$482.00	\$482.00	\$964.00

List Price Total \$293,682.00

Equipment Sales Price

\$139,246.00

Customer Savings \$154,436.00

Customer Subtotal (before tax) \$139,246.00

Tax (Estimated,subject to change) \$0.00

Total Amount Due (USD)(including tax) \$139,246.00

Sign Below to accept this order and acknowledge receipt and acceptance of the JHTNA Terms and Conditions of the sale, and the JHTNA Electrical (treadmill only) & cabling (entertainment only) requirements and the JHTNA Strategic Partner Warranty

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES - FREIGHT QUOTES ARE SUBJECT TO CHANGE BASED ON INFORMATION CONTAINED IN THE SITE SURVEY - ADDITIONAL CHARGES MAY APPLY

Payments must be made payable to:
Johnson Health Tech North America Inc

USPS only
Johnson Health Tech NA Inc
27829 Network Place
Chicago, IL 60673-1278

Fed-Ex, UPS, etc
JPMorgan Chase
c/o Johnson Health Tech NA Inc. LBX # 27829
131 S. Dearborn, 6th Floor
Chicago, IL 60603

Quote #: QUO-118663-M2H5X2

Quote Amount: \$139,246.00

Payment Terms: 100% PTS

Signature: _____

Print Name: _____

Facility Name: _____

Date of Acceptance: _____

Deposit Amount: _____

NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS THAT MAY BE CONTAINED IN PURCHASER'S PURCHASE ORDER, IF ANY, THIS ACCEPTANCE OF PURCHASER'S ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN AND TO THE ATTACHED TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT"). IN THE EVENT THAT ANY OF THE TERMS OR CONDITIONS SET FORTH IN THE AGREEMENT CONFLICT OR ARE INCONSISTENT WITH ANY OF THE TERMS OR CONDITIONS CONTAINED IN PURCHASER'S PURCHASE ORDER, THEN PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS SET FORTH IN THE AGREEMENT SHALL SUPERSEDE AND CONTROL THIS TRANSACTION.

JHTNA TERMS AND CONDITIONS OF SALE

1. Acceptance and Governing Provisions. This writing constitutes an offer by Johnson Health Tech North America, Inc., a Wisconsin corporation ("JHTNA"), to sell the products and/or services described herein (collectively, the "Goods") to the purchaser to which it is addressed (the "Purchaser"), subject to the terms and conditions set forth on the face and reverse sides hereof and as set forth in the attached JHTNA Quote and the attached Power Requirements for Matrix Equipment (collectively, the "Agreement"). Acceptance of this Agreement is limited to said terms and conditions; and JHTNA hereby objects to any additional and/or different terms which may be contained in any of Purchaser's purchase order, acknowledgment or other forms, or in any other correspondence from Purchaser. In the event that any of the terms or conditions set forth in the Agreement conflict or are inconsistent with any of the terms or conditions contained in Purchaser's purchase order, acknowledgment, other forms, or in any other correspondence from Purchaser, then Purchaser expressly acknowledges and agrees that the terms and conditions set forth in the Agreement shall supersede and control this transaction. This offer expires thirty (30) days from its date or upon JHTNA's prior written notification thereof to Purchaser, unless Goods are subsequently shipped by JHTNA and accepted by Purchaser. All contracts are subject to acceptance by JHTNA only at Cottage Grove, WI, and sales, however ordered, are understood to be fully made and consummated at Cottage Grove, WI.

2. Payment. The purchase price, including any and all related costs, is due in full and must be received by JHTNA before shipment of the Goods, unless Purchaser has been approved by JHTNA for open credit. To apply for open credit, Purchaser must complete the JHTNA Credit Application and submit to MatrixAR@johnsonfit.com for review and approval. JHTNA will determine credit based the completed Credit Application, and may also rely on reference checking, D&B and Credit Safe Reports and review of complete Financials of Purchaser. Except as otherwise provided for herein, Purchaser shall pay the invoices in full, without deduction or set-off for any reason, in accordance with the payment terms set forth herein and in the invoices. Any amounts not received by JHTNA within thirty (30) days of Purchaser's receipt of JHTNA's invoice shall be past due. Interest shall be payable at the rate of eighteen (18%) per year (but not more than the highest rate permitted by applicable law) on all amounts past due. Unless otherwise prohibited by law, if at all, Purchaser agrees to pay JHTNA's actual attorney's fees and all costs incurred by JHTNA in connection with enforcing JHTNA's rights under this Agreement, including without limitation any non-payment of amounts owed and collections costs, whether or not litigation is commenced. If in JHTNA's sole judgment a Purchaser's financial condition at any time does not justify selling to Purchaser on open credit, JHTNA may require full payment in advance before proceeding with the order. If Purchaser defaults in any payment when due, then the entire purchase price shall become immediately due and payable in full or JHTNA may at its option, without prejudice to other lawful remedies, defer delivery or cancel the order.

3. Taxes and Other Charges. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on JHTNA and/or Purchaser, or measured by the transaction between JHTNA and Purchaser shall be invoiced by JHTNA and paid by Purchaser in addition to the Product prices quoted or invoiced. In the event JHTNA is required to pay any such tax, fee or charge, Purchaser shall immediately reimburse JHTNA therefore upon demand by JHTNA.

4. Delivery, Claims and Force Majeure. Purchaser has the right to choose a carrier for delivery of Goods to Purchaser's facility. If Purchaser chooses a carrier, Purchaser has the obligation to and shall schedule pickup with JHTNA for pickup from one of JHTNA's facilities, Purchaser shall be solely responsible for all payments, cost and expenses related to scheduling, logistics and delivery. If Purchaser chooses to have JHTNA coordinate delivery of the Goods, JHTNA will do so pursuant to the terms of the Agreement. Delivery of Goods to a carrier at JHTNA's facility or other loading point designated by Purchaser or JHTNA (as the case may be) shall constitute delivery of title to Purchaser; and regardless of shipping terms or freight payment, all risk of loss or damage in transit shall be borne by Purchaser. JHTNA reserves the right to make delivery in installments; all such installments shall be separately invoiced and paid for by Purchaser when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

Claims for shortages or other errors in delivery must be made in writing to JHTNA within five (5) business days after Purchaser's receipt of shipment of the Goods. Purchaser's failure to give such written notice to JHTNA shall constitute the unqualified acceptance of the Goods by Purchaser, and Purchaser shall be deemed to have waived all such claims for shortages or other errors relative to the delivered Goods. JHTNA is not responsible for any loss or damage to Goods during transit or delivery. Claims for loss or damage to Goods in transit shall be made by Purchaser to the carrier and not to JHTNA.

Purchaser's request for delivery reschedules shall be subject to JHTNA's prior written approval and thirty (30) days prior written notice.

All delivery dates of JHTNA are approximate. Further, JHTNA shall not be liable for any damage, loss, liability or expense as a result of any delay or failure to deliver due to any cause that is not reasonably foreseeable and that is outside JHTNA's reasonable control, including, without limitation, any act of God, act of the Purchaser, federal or state declarations, pandemics, embargo or other governmental act, regulation or request, fire, accident, strike, slowdown, war, riot, delay in transportation, unusually severe weather conditions, theft, or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost because of the delay.

5. Cancellation or Modification. Purchaser may cancel its order, reduce quantities, revise specifications or extend scheduled delivery only upon terms accepted by JHTNA in writing. If cancellation or modification of an order is approved by JHTNA in writing, Purchaser shall compensate JHTNA for all damages resulting therefrom, including, but not limited to, restocking fees and costs, out-of-pocket expenses and loss of profit and allocable overhead. In no event shall Purchaser cancel or modify an order after delivery of the Goods. Minimum order quantities and quantity discounts shall be applied to approved reduced quantities and current pricing shall be applied to revised specifications and rescheduled deliveries.

6. Changes. JHTNA may at any time make such changes in design and construction of products as shall constitute an improvement in the judgment and sole discretion of JHTNA. JHTNA may furnish suitable substitutes for materials unobtainable or rendered economically or otherwise impractical because of priorities or regulations established by governmental authority, non-availability or shortages of materials from suppliers or price changes.

7. Warranties. JHTNA warrants the Goods manufactured by JHTNA and supplied to Purchaser hereunder to be free from material defects in materials and workmanship, under normal use and service, for a time period in accordance with JHTNA's published warranty for the product then in effect at

the time Purchaser's order is placed. If within the applicable warranty period any such product shall be proved to JHTNA's satisfaction to be nonconforming due to a material manufacturer's defect in materials or workmanship, such product shall be repaired or replaced at JHTNA's option and cost. Subject to any other obligations JHTNA may have under this Agreement, such repair or replacement shall be JHTNA's sole obligation and Purchaser's exclusive remedy and shall be conditioned upon JHTNA's receiving written notice of any alleged defect within ten (10) days after its discovery and, at JHTNA's option, return of such product(s) to JHTNA, FOB JHTNA's designated location.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE; AND JHTNA EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any description of the products, whether in writing or made orally by JHTNA or JHTNA's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Purchaser's order are for the sole purpose of identifying the products and shall not be construed as an express warranty. Any suggestions by JHTNA or JHTNA's agents regarding use, application or suitability of the products shall not be construed as an express warranty.

8. Returns. Products may be returned to JHTNA only when JHTNA's written permission shall be obtained by Purchaser in advance and upon JHTNA's issuance of an RMA number. Returned products must be fully insured by Purchaser up to the purchase price and securely packaged to reach JHTNA without damage, and any cost incurred by JHTNA to put products into marketable condition will be charged to Purchaser.

9. Assumption of Risk for Use. Purchaser and each user of the Goods sold by JHTNA pursuant to this Agreement shall be solely responsible for the proper use of such Goods. Purchaser acknowledges and agrees that use of such Goods may result in personal injury or death. The purchase of such Goods by Purchaser shall constitute Purchaser's acknowledgement and acceptance of any and all responsibility and liability that may result from use of the Goods. Purchaser's assumption of risk and liability shall not include liability that results solely from JHTNA's gross negligence, willful misconduct or breach of this agreement, including any material defect in the manufacturing of the Goods by JHTNA.

10. Limitation of Liability and Other Damages. Except as otherwise provided herein, JHTNA's liability hereunder and with respect to the Goods sold shall be limited to the warranty referred to in section 7 hereof, and, with respect to other performance of this Agreement, unless otherwise set forth herein, shall in no event exceed the total of the amounts paid to JHTNA by Purchaser.

JHTNA SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF JHTNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATED IN ANY WAY TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH OF THIS AGREEMENT, NOR SHALL JHTNA BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES, WHETHER ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY JHTNA, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS HEREUNDER OR RELATING THERETO.

Without limiting the generality of the foregoing, JHTNA specifically disclaims any liability for property or personal injury damages, including without limitation, death or disability, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of products or any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime, shutdown or slowdown costs, or for any other types of economic loss, and for claims of Purchaser's customers or any third party for any such property or personal injury damages; provided, however, that if such property or personal injury damages are solely the result of JHTNA's gross negligence, willful misconduct or breach of this Agreement, including a material defect in the manufacture of the Goods, then JHTNA shall defend, hold harmless and indemnify Purchaser from and against such liability resulting from JHTNA's gross negligence, willful misconduct or breach of this Agreement. However, JHTNA's liability shall not extend to any damages, including property or personal injury damages, that are shown to result from, in whole or in part, any alteration of the Goods by Purchaser or any other unauthorized third party, improper placement of the Goods by Purchaser or any other unauthorized third party, improper maintenance of the Goods by Purchaser or any other unauthorized third party or improper use of the Goods.

11. Indemnification. Purchaser shall indemnify JHTNA against any and all losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and other costs of defending any action) which JHTNA may incur as a result of any claim by Purchaser or others arising out of or in any way connected with the Goods sold hereunder, including without limitation Purchaser's or any other third party's use of the Goods, any alteration of the Goods, any improper placement of the Goods or any improper maintenance of the Goods.

12. Security Agreement. If JHTNA has granted credit to Purchaser pursuant to Section 2 of this Agreement, then this Agreement shall constitute a Security Agreement between Purchaser, as Debtor, and JHTNA, as Secured Party, pursuant to Article 9 of the Uniform Commercial Code ("UCC"). Purchaser hereby grants to JHTNA a security interest, including without limitation, a first priority, purchase-money security interest, in and to all of the Goods manufactured, sold or provided by or on behalf of JHTNA to Purchaser pursuant to this Agreement, including without limitation, all fitness equipment, exercise equipment, replacement parts, accessories, and supplies (collectively, the "Equipment"), wherever located and whenever acquired, and further including without limitation, all proceeds thereof, including without limitation, all insurance proceeds and other proceeds thereof (collectively, the "Proceeds"), as security for Purchaser's obligation to pay for the Equipment and Purchaser's other obligations under this Agreement. Purchaser further authorizes JHTNA to file any UCC financing statements and amendments thereto or other instruments and to do all things deemed by JHTNA in its sole discretion necessary to attach and perfect JHTNA'S security interest in the Equipment and the Proceeds thereof under this Agreement.

Upon the occurrence of an event of default by Purchaser, including without limitation, a payment default under this Agreement, then JHTNA may, without notice or demand, exercise in any jurisdiction in which enforcement is sought, all of its rights and remedies under this Agreement, all rights and remedies of a secured party under the UCC, and all other rights and remedies available to JHTNA under applicable law, with all such rights and remedies cumulative and enforceable alternatively, successively or concurrently, including without limitation: (a) declaring all amounts due JHTNA by Purchaser to be immediately due and payable in full and the same shall thereon become immediately due and payable in full without demand, presentment, protest, or further notice of any kind, all of which are hereby expressly waived by Purchaser; and (b) taking possession of the Equipment, and for that purpose, entering upon any premises on which the Equipment or any part thereof may be situated and removing the same therefrom

without any liability for suit, action, or other proceeding, Purchaser hereby waiving any and all rights to prior notice and to judicial hearing with respect to repossession of collateral, and/or requiring Purchaser, at Purchaser's expense, to assemble and deliver the Equipment to JHTNA or to such place or places as JHTNA may designate.

13. Landlord's Liens. If Purchaser leases any real property upon which the Goods sold hereunder are to be located and applicable law provides for landlord's liens to secure rent obligations, then Purchaser shall notify, and obtain a written lien waiver from, each respective landlord for such locations and provide a copy of each written lien waiver to JHTNA and confirm that the Goods sold hereunder are not subject to any such lien of such landlord(s).

14. Technical Information. Any sketches, models or samples submitted by JHTNA shall remain the property of JHTNA, and shall be treated as confidential information. No use or disclosure of such sketches, models and samples, or any design or production techniques revealed thereby, shall be made without the express prior written consent of JHTNA.

15. Patents, Trademarks and Copyrights. JHTNA will, at its own expense, defend any suits that may be instituted by anyone against Purchaser for alleged infringement of any United States patent, trademark or copyright relating to any products manufactured and furnished by JHTNA hereunder, if such alleged infringement consists of the use of such Goods, or parts thereof, in Purchaser's business for any of the purposes for which the same were sold by JHTNA, and provided Purchaser shall have made all payments then due hereunder and shall give JHTNA immediate notice in writing of any such suit and transmit to JHTNA immediately upon receipt all processes and papers served upon Purchaser and permit JHTNA through its counsel, either in the name of Purchaser or in the name of JHTNA, to defend the same and give all needed information, assistance and authority to enable JHTNA to do so. If such Goods are in such suit held in and of themselves to infringe any valid United States patent, trademark or copyright, then: (a) JHTNA will pay any final award of damages in such suit attributable to such infringement; and (b) if in such suit use of such Goods by Purchaser is permanently enjoined by reason of such infringement, JHTNA shall, at its own expense and at its sole option, either (i) procure for Purchaser the right to continue using the Goods, (ii) modify the Goods to render them non-infringing, (iii) replace the Goods with non-infringing goods, or (iv) refund the purchase price and the transportation costs paid by Purchaser for the Goods.

Notwithstanding the foregoing, JHTNA shall not be responsible for any compromise or settlement made without JHTNA's written consent, or for infringements of combination or process patents covering the use of the Goods in combination with other goods or materials not furnished by JHTNA. The foregoing states the entire liability of JHTNA for infringement, and in no event shall JHTNA be liable for consequential damages attributable to an infringement.

As to any Goods furnished by JHTNA to Purchaser manufactured in accordance with drawings, designs or specifications proposed or furnished by Purchaser or any claim of contributory infringement resulting from the use or resale by Purchaser of Goods sold hereunder, JHTNA shall not be liable, and Purchaser shall indemnify and defend JHTNA against any damages, liability or expenses arising out of any claim made against JHTNA for any and all patent, trademark or copyright infringements.

16. Spacing Behind Treadmills. Per industry safety standards (ASTM F2115 and EN 957-6), JHTNA hereby notifies Purchaser of the need to locate treadmills ensuring that there is a two (2) meter long clear zone in the floor space behind each treadmill. The clear zone shall be at least the width of the treadmill and a minimum of 2 meters (6' 7") past the back end of the treadmill. There shall be no walls, no windows, no steps, and no other equipment placed within this clear zone. This clear zone is intended to ensure that if any user of a treadmill were ever to fall off the back of the treadmill, there will be an open and clear space behind the user so that injury may be minimized or avoided. Purchaser's failure to comply with this standard could result in injury to a treadmill user and potential liability to Purchaser. Although JHTNA is hereby expressly giving Purchaser notice of this requirement, only the Purchaser can ensure that Purchaser complies with this requirement and it is Purchaser's sole responsibility to do so. By purchasing exercise equipment from JHTNA, Purchaser accepts its responsibility to comply with this treadmill spacing requirement and all standards applicable to treadmill spacing and agrees to release JHTNA and its affiliated companies, including Johnson Health Tech Co., Ltd, and all of their officers, shareholders, employees, insurers and representatives (collectively, "the JHTNA Parties") from, and indemnify the JHTNA Parties from and against, any and all suits, claims, actions, legal proceedings, demands, losses, damages, costs and expenses, including attorneys' fees, resulting from claims for bodily injury or property damage arising out of or in any way relating to inadequate treadmill spacing, inadequate clear zones utilized behind treadmills or the failure by Purchaser to comply with industry safety standards concerning treadmill spacing.

17. Strength Training Anchoring Requirements. Purchaser acknowledges that JHTNA has informed Purchaser of JHTNA's requirement that the specific strength equipment, including Connexus strength units, XULT Rigs and other strength equipment where applicable (the "Anchored Strength Equipment") be anchored to the floor, the wall, or both the floor and the wall of Purchaser's facility in order to prevent any tipping, rocking or shifting of the Anchored Strength Equipment during the use or reasonably foreseeable misuse of the Anchored Strength Equipment. Anchoring to both floor and wall is required for XULT Rigs products. Purchaser also acknowledges that the Anchored Strength Equipment was designed for the use of straps, belts, chains, ropes and/or other devices for pulling or pushing on the Anchored Strength Equipment, and the use of those devices will compromise the stability of the Anchored Strength Equipment unless the Anchored Strength Equipment are properly anchored. Therefore, Purchaser acknowledges the need to anchor the Anchored Strength Equipment as described in the owner's manual for the Anchored Strength Equipment.

As a condition to Order fulfillment, Purchaser shall hire, at Purchaser's sole cost, a licensed contractor knowledgeable of Purchaser's facility and site conditions to anchor the Anchored Strength Equipment as described in the Anchored Strength Equipment owner's manual prior to use of the Anchored Strength Equipment.

Purchaser agrees to indemnify, defend and hold harmless JHTNA and its officers, directors, shareholders, employees, representatives and insurers from any claims damages or losses of any type including claims for personal injury or death and property damage, arising out of or relating in any way to the following: (a) the work performed by the licensed contractor hired by Purchaser; (b) the failure to anchor the Anchored Strength Equipment or the insufficient or improper anchoring of the Anchored Strength Equipment; and (c) Purchaser's failure to comply with these Terms.

18. Purchaser's Property. Any property of the Purchaser placed in JHTNA's custody for performance of this Agreement is not covered by insurance, and no risk is assumed by JHTNA in the event of loss or damage to such property by fire, water, burglary, theft, civil disorder or any accident beyond the reasonable control of JHTNA.

19. Governing Law and Choice of Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, without application of principles of conflicts of laws. With respect to any dispute, controversy or claim arising out of or relating to this Agreement, JHTNA and Purchaser agree and consent to personal jurisdiction in Wisconsin and agree that the Circuit Court of Dane County, Wisconsin and the United States District Court for the Western District of Wisconsin shall be the exclusive forums for the resolution of any such disputes, controversies or claims. Purchaser shall not assign this Agreement without JHTNA's express prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and permitted assigns.

20. Remedies Cumulative. Any of JHTNA's remedies referred to herein shall be cumulative and in addition to such other rights and remedies as may be available under law or equity.

21. Confidentiality. Purchaser will keep all of the terms and conditions of this Agreement confidential and Purchaser will neither disclose the existence of this Agreement nor the terms of this Agreement to any third party except to those employees of Purchaser who need to know such terms for the purpose of effecting the transaction.

22. Entire Agreement. This Agreement, including JHTNA's Quote and Power Requirement for Matrix Equipment which are incorporated herein by reference, constitutes the entire, full and complete agreement between JHTNA and Purchaser with respect to the subject matter hereof. This Agreement may not be modified except by a writing evidencing such modification which is signed by both JHTNA and Purchaser. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the remaining provisions.

4848-3370-2646, v. 1



Endurance Climbmill

TOUCH XL CONSOLE

C-ES-F

Great for enthusiasts and beginners alike, our Endurance Climbmill is ideal for maximizing your resources. Smart, heavy-duty design gives members a secure, stable workout and stands up to heavy use in tough environments. It's even easy to service, minimizing downtime for all your members who love a true stair-climbing workout.



WiFi-enabled Touch XL Console features an app-based interface that mirrors familiar smartphone and tablet operating systems, making it easy for members to connect to the content that keeps them moving.

CONSOLE	
DISPLAY	56 cm / 22" class capacitive touchscreen LCD
WORKOUTS	Go, manual, Sprint 8†, Landmarks†, Virtual Active, target heart rate, interval training, fat burn, rolling hills, constant watts†, glute training†, goal training, fitness tests, custom
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan
IFIT ON-DEMAND WORKOUTS	Optional
FAN	Yes
ANALOG TV	NTSC, PAL, SECAM
DIGITAL TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/S/S2/T/T2
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS
PRO:IDIOM COMPATIBILITY	Optional; IPTV and coax
WIFI	Yes
BLUETOOTH	Yes; smartphones, headphones, heart rate
ANT+	Yes; heart rate
RFID WIRELESS LOGIN	Yes
CONNECTS TO APPLE WATCH	Yes
MADE FOR IPHONE®, IPAD®, IPOD®	Yes
USB PORT	Yes; device charging, device media, software updates
CONNECTS TO SAMSUNG GALAXY WATCH	Yes
WIRELESS CHARGING (QI)	Yes
CSAFE READY	Yes
AUTO WAKE-UP	Yes
†Some of these programs may not be available on this frame.	

FRAME	
ASSEMBLED DIMENSIONS	161.2 x 102.4 x 218 cm / 63.5" x 40.3" x 85.8"
AUTO-STOP FUNCTION	Yes; frame mounted IR
CONTACT & TELEMETRIC HR	Yes
CONTROL ZONE	No
DRIVE SYSTEM	Clutched ECB with industrial-grade drive chain and belt
ETHERNET CONNECTIVITY	Yes
HANDLEBAR DESIGN	Perimeter
LOCKING STAIRCASE	Yes
MAXIMUM USER WEIGHT	182 kg / 400 lbs.
MINIMUM USER WEIGHT	45 kg / 99 lbs.
POWER REQUIREMENTS	100–240 V — 50/60Hz AC
SERVICE CASTER	No
STEP DIMENSIONS	25.4 x 46 x 20.3 cm / 10" x 18" x 8"
STEP-ON HEIGHT	36 cm / 14"
TOP-DOWN LEVELERS	Yes
RESISTANCE RANGE	24–162 SPM
ASSEMBLED WEIGHT	177.4 kg / 391.1 lbs.
SHIPPING WEIGHT	202.6 kg / 455.5 lbs.
RESISTANCE LEVELS	25



Lifestyle Treadmill

TOUCH XL CONSOLE

T-LS-F

Give the people you serve a beautifully simple run with our Lifestyle Treadmill. A compact frame makes the most of your space, and the reliable drive system and durable deck will keep it running smoothly for years. We've even streamlined maintenance to minimize downtime, keeping your users happy.



WiFi-enabled Touch XL Console features an app-based interface that mirrors familiar smartphone and tablet operating systems, making it easy for members to connect to the content that keeps them moving.

CONSOLE	
DISPLAY	56 cm / 22" class capacitive touchscreen LCD
WORKOUTS	Go, manual, Sprint 8†, Landmarks†, Virtual Active, target heart rate, interval training, fat burn, rolling hills, constant watts†, glute training†, goal training, fitness tests, custom
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan
IFIT ON-DEMAND WORKOUTS	Optional
FAN	Yes
ANALOG TV	NTSC, PAL, SECAM
DIGITAL TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/S/S2/T/T2
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS
PRO:IDIOM COMPATIBILITY	Optional; IPTV and coax
WIFI	Yes
BLUETOOTH	Yes; smartphones, headphones, heart rate
ANT+	Yes; heart rate
RFID WIRELESS LOGIN	Yes
CONNECTS TO APPLE WATCH	Yes
MADE FOR IPHONE®, IPAD®, IPOD®	Yes
USB PORT	Yes; device charging, device media, software updates
CONNECTS TO SAMSUNG GALAXY WATCH	Yes
WIRELESS CHARGING (QI)	Yes
CSAFE READY	Yes
AUTO WAKE-UP	Yes
	†Some of these programs may not be available on this frame.

FRAME	
ASSEMBLED WEIGHT	148 kg / 326.3 lbs.
SHIPPING WEIGHT	178 kg / 392.4 lbs.
ASSEMBLED DIMENSIONS	201.1 x 90.4 x 164.2 cm / 79.2" x 35.6" x 64.6"
CAST ALUMINUM END CAPS	No
CONTACT & TELEMETRIC HR	Yes
CROSSBAR CONTROLS	Yes
CUSHIONING SYSTEM	Ultimate Deck
DRIVE SYSTEM	4.2 hp AC Dynamic Response Drive System
ETHERNET CONNECTIVITY	Yes
HANDLEBAR DESIGN	Molded ergo-grip design
INCLINE RANGE	0–15% (700-lb. thrust-elevation motor)
MAX USER WEIGHT	182 kg / 400 lbs.
POWER REQUIREMENTS	20 A dedicated circuit required, non-looped grounded
RUNNING SURFACE AREA	152 x 56 cm / 60" x 22"
RUNNING SURFACE TYPE	Belt and deck
SERVICE CASTER	No
SPEED RANGE	0.8–20 km/h / 0.5–12 mph
STEP-ON HEIGHT	17.8 cm / 7"
TREAD SENSE	Yes

Performance Ascent Trainer

TOUCH CONSOLE

A-PS-F

Offer full-body, low-impact intensity with an Ascent Trainer that withstands heavy use for years. Patented suspension design, variable stride length and refined ergonomics keep workouts quiet, smooth and natural, even when incline is increased to target and tone different muscles. Includes water bottle holder and removable disk to streamline maintenance.



WiFi-enabled Touch Console features an app-based interface that mirrors familiar smartphone and tablet operating systems, making it easy for members to connect to the content that keeps them moving.

CONSOLE	
DISPLAY	41 cm / 16" class capacitive touchscreen LCD
WORKOUTS	Go, manual, Sprint 8†, Landmarks†, Virtual Active, target heart rate, interval training, fat burn, rolling hills, constant watts†, glute training†, goal training, fitness tests, custom
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan
IFIT ON-DEMAND WORKOUTS	Optional
FAN	Yes
ANALOG TV	NTSC, PAL, SECAM
DIGITAL TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/S/S2/T/T2
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS
PRO:IDIOM COMPATIBILITY	Optional; IPTV and coax
WIFI	Yes
BLUETOOTH	Yes; smartphones, headphones, heart rate
ANT+	Yes; heart rate
RFID WIRELESS LOGIN	Yes
CONNECTS TO APPLE WATCH	Yes
MADE FOR IPHONE®, IPAD®, IPOD®	Yes
USB PORT	Yes; device charging, device media, software updates
CONNECTS TO SAMSUNG GALAXY WATCH	Yes
WIRELESS CHARGING (QI)	Yes
CSAFE READY	Yes
AUTO WAKE-UP	Yes
†Some of these programs may not be available on this frame.	

FRAME	
ASSEMBLED DIMENSIONS	178 x 74 x 181 cm / 70.1" x 29.1" x 71.3"
CONTACT & TELEMETRIC HR	Yes
ETHERNET CONNECTIVITY	Yes
MAX USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 30 RPM self-powered
MINIMUM WATTS	5 W powered or 35 W self-powered
PEDAL SPACING	6.4 cm / 2.5"
POWER REQUIREMENTS	Self-powered or 100–240 V — 50/60 Hz AC
RESISTANCE SYSTEM	Brushless generator
STEP-ON HEIGHT	24 cm / 9.5"
STRIDE LENGTH	51–61 cm / 20–24" adjustable
TOP-DOWN LEVELERS	Yes
WATT RANGE	5–650 W
RESISTANCE RANGE	5–775 W
ASSEMBLED WEIGHT	194 kg / 427.7 lbs.
SHIPPING WEIGHT	230.8 kg / 508.8 lbs.
RESISTANCE LEVELS	30

Lifestyle Recumbent Cycle

TOUCH CONSOLE

R-LS-F

Ideal for light-use facilities where space is at a premium, our compact Lifestyle Recumbent Cycle distributes weight comfortably and maximizes support for anyone who wants a low-impact cardio workout. Includes Ergo Form seat and back pad, step-through design, self-balancing pedals and three-piece crank with forged arms. Self-powered options offer easy placement in your facility.



WiFi-enabled Touch Console features an app-based interface that mirrors familiar smartphone and tablet operating systems, making it easy for members to connect to the content that keeps them moving.

CONSOLE	
DISPLAY	41 cm / 16" class capacitive touchscreen LCD
WORKOUTS	Go, manual, Sprint 8†, Landmarks†, Virtual Active, target heart rate, interval training, fat burn, rolling hills, constant watts†, glute training†, goal training, fitness tests, custom
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan
IFIT ON-DEMAND WORKOUTS	Optional
FAN	Yes
ANALOG TV	NTSC, PAL, SECAM
DIGITAL TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/S/S2/T/T2
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS
PRO:IDIOM COMPATIBILITY	Optional; IPTV and coax
WIFI	Yes
BLUETOOTH	Yes; smartphones, headphones, heart rate
ANT+	Yes; heart rate
RFID WIRELESS LOGIN	Yes
CONNECTS TO APPLE WATCH	Yes
MADE FOR IPHONE®, IPAD®, IPOD®	Yes
USB PORT	Yes; device charging, device media, software updates
CONNECTS TO SAMSUNG GALAXY WATCH	Yes
WIRELESS CHARGING (QI)	Yes
CSAFE READY	Yes
AUTO WAKE-UP	Yes
†Some of these programs may not be available on this frame.	

FRAME	
RESISTANCE SYSTEM	Brushless generator
SEAT ADJUSTMENT	Single-hand lever
SEAT MATERIAL	Custom one-piece, molded seat back and bottom
PEDAL SPACING	20.2 cm / 8"
POWER REQUIREMENTS	Self-powered or 100–240 V — 50/60 Hz AC
ASSEMBLED WEIGHT	89 kg / 196.2 lbs.
SHIPPING WEIGHT	108 kg / 238.1 lbs.
ASSEMBLED DIMENSIONS	158.3 x 67.3 x 132.7 cm / 62.3" x 26.5" x 52.2"
TOP-DOWN LEVELERS	No
REAR-LIFT HANDLE	No
MINIMUM WATTS	2 W powered or 13 W self-powered
RESISTANCE RANGE	2–750 W
RESISTANCE LEVELS	30
MINIMUM RPM	10 RPM powered or 25 RPM self-powered
MAXIMUM USER WEIGHT	182 kg / 400 lbs.
ETHERNET CONNECTIVITY	Yes
CRANK DESIGN	Three piece with forged arms and integrated puller
CONTACT & TELEMETRIC HR	Yes



Lifestyle Upright Cycle

TOUCH CONSOLE

U-LS-F

A great choice for low-volume facilities, our compact Lifestyle Upright Cycle gives the people you serve comfortable, low-impact cardio. It features an Ergo Form seat, dual-position handlebars, adjustable seat height, step-through design, self-balancing pedals and a three-piece crank with forged arms. Self-powered options offer easy placement in your facility.



WiFi-enabled Touch Console features an app-based interface that mirrors familiar smartphone and tablet operating systems, making it easy for members to connect to the content that keeps them moving.

CONSOLE	
DISPLAY	41 cm / 16" class capacitive touchscreen LCD
WORKOUTS	Go, manual, Sprint 8†, Landmarks†, Virtual Active, target heart rate, interval training, fat burn, rolling hills, constant watts†, glute training†, goal training, fitness tests, custom
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan
IFIT ON-DEMAND WORKOUTS	Optional
FAN	Yes
ANALOG TV	NTSC, PAL, SECAM
DIGITAL TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/S/S2/T/T2
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS
PRO:IDIOM COMPATIBILITY	Optional; IPTV and coax
WIFI	Yes
BLUETOOTH	Yes; smartphones, headphones, heart rate
ANT+	Yes; heart rate
RFID WIRELESS LOGIN	Yes
CONNECTS TO APPLE WATCH	Yes
MADE FOR IPHONE®, IPAD®, IPOD®	Yes
USB PORT	Yes; device charging, device media, software updates
CONNECTS TO SAMSUNG GALAXY WATCH	Yes
WIRELESS CHARGING (QI)	Yes
CSAFE READY	Yes
AUTO WAKE-UP	Yes
†Some of these programs may not be available on this frame.	

FRAME	
ASSEMBLED DIMENSIONS	129.4 x 61.7 x 147.4 cm / 50.9" x 24.3" x 58"
CONTACT & TELEMETRIC HR	Yes
CRANK DESIGN	Three piece with forged arms and integrated puller
ETHERNET CONNECTIVITY	Yes
HANDLEBAR DESIGN	Dual-position
MAXIMUM USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 25 RPM self-powered
MINIMUM WATTS	2 W powered or 13 W self-powered
PEDAL SPACING	20.2 cm / 8"
POWER REQUIREMENTS	Self-powered or 100–240 V — 50/60 Hz AC
REAR-LIFT HANDLE	No
RESISTANCE SYSTEM	Brushless generator
SEAT ADJUSTMENT	Turn-and-pull knob
SEAT MATERIAL	Sewn vinyl over foam
TOP-DOWN LEVELERS	No
RESISTANCE RANGE	2–750 W
RESISTANCE LEVELS	30
ASSEMBLED WEIGHT	70 kg / 154.3 lbs.
SHIPPING WEIGHT	82 kg / 180.8 lbs.

Lifestyle Elliptical

TOUCH CONSOLE

E-LS-F

Ideal for light-use environments, our Lifestyle Elliptical features a compact frame to fit your facility. A patented suspension design minimizes noise and friction, extending product life. Smart ergonomics fits the body and its natural movements for comfortable, low-impact cardio, and convenience features improve the experience for users and facilities alike.

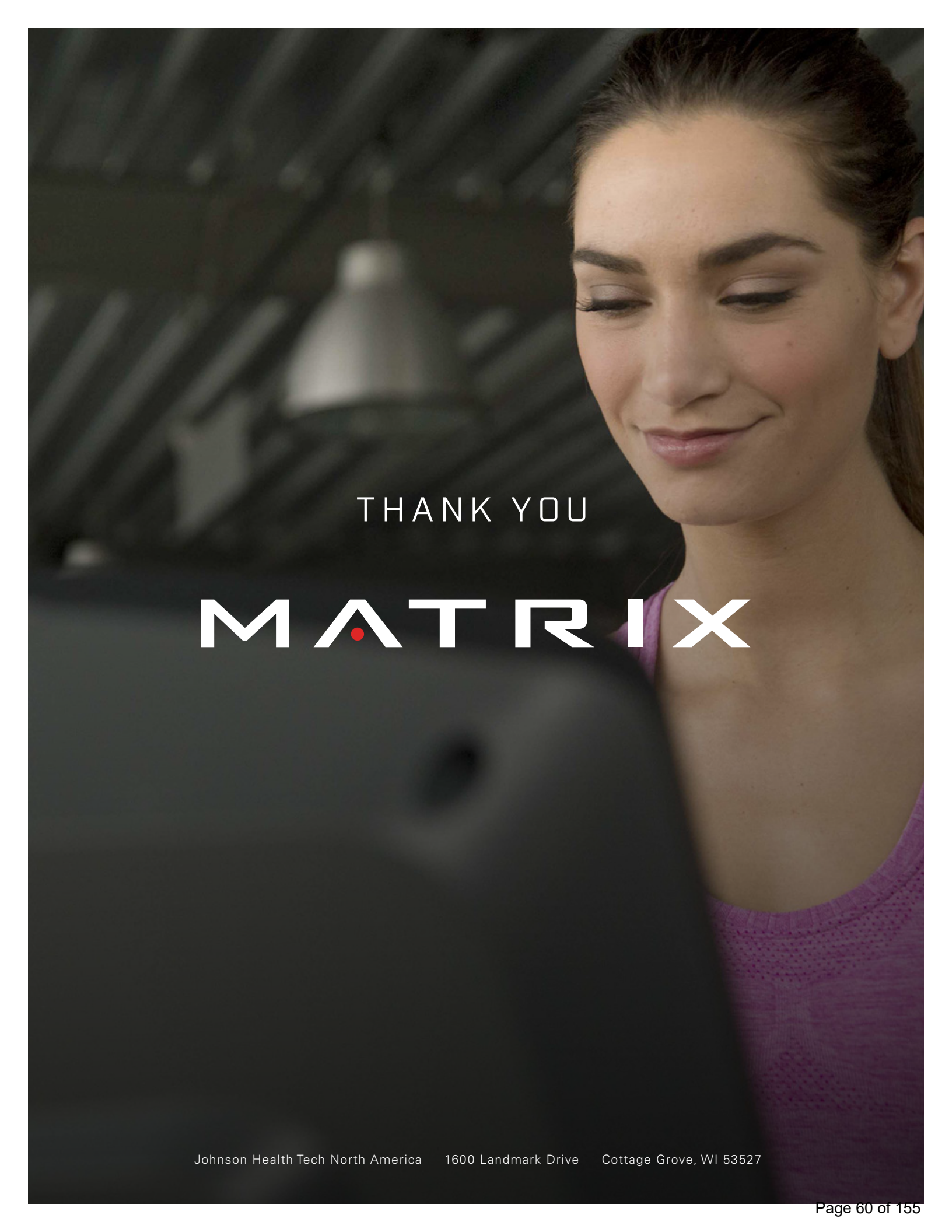


WiFi-enabled Touch Console features an app-based interface that mirrors familiar smartphone and tablet operating systems, making it easy for members to connect to the content that keeps them moving.

CONSOLE	
DISPLAY	41 cm / 16" class capacitive touchscreen LCD
WORKOUTS	Go, manual, Sprint 8†, Landmarks†, Virtual Active, target heart rate, interval training, fat burn, rolling hills, constant watts†, glute training†, goal training, fitness tests, custom
LANGUAGES	English, German, French, Italian, Spanish, Dutch, Portuguese, Chinese-S, Chinese-T, Japanese, Korean, Swedish, Finnish, Russian, Arabic, Turkish, Polish, Welsh, Basque, Vietnamese, Somali, Danish, Thai, Malay, Catalan
IFIT ON-DEMAND WORKOUTS	Optional
FAN	Yes
ANALOG TV	NTSC, PAL, SECAM
DIGITAL TV	ATSC 1.0, QAM-B, ISDB-T, ISDB-Tb, DVB-C/S/S2/T/T2
IPTV	Content: MPEG2/H262, AVC/H264 Protocols: UDP, RTSP, HTTP, HTTPS
PRO:IDIOM COMPATIBILITY	Optional; IPTV and coax
WIFI	Yes
BLUETOOTH	Yes; smartphones, headphones, heart rate
ANT+	Yes; heart rate
RFID WIRELESS LOGIN	Yes
CONNECTS TO APPLE WATCH	Yes
MADE FOR IPHONE®, IPAD®, IPOD®	Yes
USB PORT	Yes; device charging, device media, software updates
CONNECTS TO SAMSUNG GALAXY WATCH	Yes
WIRELESS CHARGING (QI)	Yes
CSAFE READY	Yes
AUTO WAKE-UP	Yes
†Some of these programs may not be available on this frame.	

FRAME	
ASSEMBLED WEIGHT	151 kg / 332.9 lbs.
SHIPPING WEIGHT	173 kg / 381.4 lbs.
CONTACT & TELEMETRIC HR	Yes
ETHERNET CONNECTIVITY	Yes
MAX USER WEIGHT	182 kg / 400 lbs.
MINIMUM RPM	10 RPM powered or 30 RPM self-powered
MINIMUM WATTS	5 W powered or 35 W self-powered
PEDAL SPACING	6.4 cm / 2.5"
POWER REQUIREMENTS	Self-powered or 100-240 V — 50/60 Hz AC
RESISTANCE SYSTEM	Brushless generator
STEP-ON HEIGHT	23 cm / 9.1"
STRIDE LENGTH	51 cm / 20"
TOP-DOWN LEVELERS	No
WATT RANGE	5-650 W
RESISTANCE LEVELS	30
ASSEMBLED DIMENSIONS	151 x 73 x 175.7 cm / 59.4" x 28.7" x 69.2"

FRAME	
ASSEMBLED ACTIVE DIMENSIONS	174.6 x 73 x 175.7 cm / 68.7" x 28.7" x 69.2"

A woman with dark hair tied back, wearing a purple athletic top, is looking down at a dark, out-of-focus object in the foreground. The background is a blurred gym environment with various pieces of equipment.

THANK YOU

MATRIX

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Construction Engineering Agreement with Hutchison Engineering, Inc. for the Illinois Transportation Enhancement Program (ITEP) Maplewood Shared Use Path Project in the amount of \$60,043.00	DEPARTMENT: Public Works
DATE: July 5, 2022	AMOUNT: \$60,043.00
ATTACHMENTS: 1. ITEP Maplewood Shared Use Path Phase III Agreement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda Item provides for the Phase III Construction Engineering Agreement with Hutchison Engineering, Inc. in the amount of \$60,043.00. The North Maplewood Shared Use Path extension from Clark Street to Crane Drive will consist of 10' wide 5" PCC shared use path, ADA ramps, PCC driveway pavement, removals, pavement markings, signing, landscaping, and other collateral work along North Maplewood Drive. The extension serves to link the existing shared-used paths with the North Maplewood Sports Complex. This project will be funded with Public Works Admin dollars from account 604-1110-430-30-24. This is a budgeted item in FY23.	
RECOMMENDED ACTION: Authorize the approval for the Construction Engineering Agreement with Hutchison Engineering, Inc. in the amount of \$60,043 for extension of the North Maplewood Shared-Use Path from Clark St to Crane Dr, linking the existing shared-use paths with the North Maplewood Sport Complex.	
DEPARTMENT HEAD APPROVAL Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhower

**Local Public Agency
Engineering Services Agreement
For Local Funds**

Agreement For: Phase III–Construction Engineering

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Project Name
Rantoul	Champaign	20-00115-00-BT	Maplewood Dr. Shared Use Path
Project Number	Contact Name	Phone Number	Email
BA04(565)	Jake McCoy	(217) 892-6526	jmccoy@village.rantoul.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Maplewood Dr.	FAU (4094)	2546'	N/A
Location			
Maplewood Drive. from Clark St. to Crane Dr.			
Project Description			
The project consists of 10' wide 5" PCC shared use path, ADA ramps, PCC driveway pavement, removals, pavement markings, signing, landscaping, and other collateral work.			

Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other Local

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Hutchison Engineering, Inc.	W. Shane Larson	(309) 368-0689	slarson@hutchisoneng.com
Address		City	State Zip Code
2015 W. Glen Ave., Suite 210		Peoria	IL 61614

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Direct Costs Check Sheet
- ☒ EXHIBIT C: Cost Estimate of Consultant Services Worksheet
- ☐ EXHIBIT D: Schedule of Hourly Charges

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Construction Engineering Contracts:
 - (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT.

II. THE LPA AGREES,

1. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
2. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized are utilized for construction.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method.

Method of Compensation:

☐ Schedule of Charges

☐ Cost +125%

☒ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department 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.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, record documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy. The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT < or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the DEPARTMENT agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. For Construction Engineering Contracts:

- (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
- (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
- (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Hutchison Engineering, Inc.	37-0960852	\$60,043.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		\$0.00
Prime Consultant Total		\$60,043.00
Total for all work		\$60,043.00

AGREEMENT SIGNATURES

Executed by the LPA:

Local Public Agency Type Name of Local Public Agency

Attest:

The Pick one

of Rantoul

By

Date

By

Date

Name of Local Public Agency

Local Public Agency Type

Rantoul

Village

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Hutchison Engineering, Inc.

By

Date

Title

Vice President

By

Date

Title

President

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The scope of services will be as follows:

1. Provide a Resident Engineer and construction inspectors to oversee all work performed by contractors.
2. Document all contract quantities on approved IDOT forms.
3. Perform on-site materials testing including earthwork, subbase, and PCC testing and document on IDOT approved forms.
4. Complete daily diary entries and weekly reports.
5. Complete daily traffic control inspections on approved IDOT forms.
6. Complete erosion control inspections in accordance with IDOT standards.
7. Develop and submit pay estimates to Owner and IDOT for review and processing.
8. Complete change orders as needed.
9. Attend meetings with the Owner and contractor as needed.
10. Review and approve shop drawings.
11. Check contractor layout.
12. Coordinate project closeout with IDOT

Local Public Agency

County

Section Number

Village of Rantoul

Champaign

20-00115-00-BT

Exhibit B
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
☐ Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
☐ Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
☐ Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
☒ Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	1000	\$0.58	\$585.00
☒ Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	60	\$65.00	\$3,900.00
☐ Vehicle Rental	Actual cost (Up to \$55/day)			
☐ Tolls	Actual cost			
☐ Parking	Actual cost			
☒ Overtime	Premium portion (Submit supporting documentation)	100	\$20.00	\$2,000.00
☐ Shift Differential	Actual cost (Based on firm's policy)			
☐ Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
☐ Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
☐ Project Specific Insurance	Actual Cost			
☐ Monuments (Permanent)	Actual Cost			
☐ Photo Processing	Actual Cost			
☐ 2-Way Radio (Survey or Phase III Only)	Actual Cost			
☐ Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
☐ CADD	Actual cost (Max \$15/hour)			
☐ Web Site	Actual cost (Submit supporting documentation)			
☐ Advertisements	Actual cost (Submit supporting documentation)			
☐ Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
☐ Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
☐ Recording Fees	Actual Cost			
☐ Transcriptions (specific to project)	Actual Cost			
☐ Courthouse Fees	Actual Cost			
☐ Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
☐ Testing of Soil Samples	Actual Cost			
☐ Lab Services	Actual Cost (Provide breakdown of each cost)			
☐ Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
☒ GPS	CONSULTANT'S COST SCHEDULE	1	\$200.00	\$200.00
☒ NUCLEAR DENSITY GAUGE	CONSULTANT'S COST SCHEDULE	4	\$50.00	\$200.00
☒ CONCRETE CYLINDERS	CONSULTANT'S COST SCHEDULE	20	\$20.00	\$400.00
☐				
☐				
Total Direct Costs				\$7,285.00



Local Public Agency	County	Section Number
Village of Rantoul	Champaign	20-00115-00-BT
Consultant (Firm) Name	Prepared By	Date
Hutchison Engineering, Inc.	W. Shane Larson	1/3/2022

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	161.03%
START DATE	6/1/2022		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2023		% OF RAISE	2.00%
END DATE	11/30/2022			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2022	11/30/2022	6	100.00%

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

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Contract with BH Electric LLC for the Rantoul Foods Electric Upgrade Phase 3 Project in the amount of \$91,240.20	DEPARTMENT: Public Works
DATE: July 5, 2022	AMOUNT: \$91,240.20
ATTACHMENTS: 1. Rantoul Foods Electric Upgrade - 750 Underground Cable Pull	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda Item provides for the approval of a contract with BH Electric LLC to pull 750 Copper Underground Cable for Phase 3 of the Rantoul Foods electric upgrade. The reels of wire weigh 11,300 pounds, which is more than what our line trucks can accommodate/pick up. The contractor, BH Electric LLC, has a crane to accommodate this load. Along with the use of the crane to pick up the wire, we also need the use of their underground puller. We received quotes from two out of the three contractors that we solicited. Both quotes are attached for reference. • BH Electric LLC - \$91,240.20 • CCL Power LLC - \$99,500.00 The original Agenda item for the Rantoul Foods Electric Upgrade Phase 3 project is attached for your reference as well. The purchase will be funded from the Electric Infrastructure Account 541-1180-430-75-70.	
RECOMMENDED ACTION: Authorize the approval to contract BH Electric LLC to lift and pull wire at a cost of \$91,240.20.	
DEPARTMENT HEAD APPROVAL Jacob D McCoy, P.E.	VILLAGE ADMINISTRATOR Scott Eisenhauer



BH ELECTRIC LLC

P.O. BOX 156
ELDORADO, ILLINOIS 62930

(P) 618-993-2183

June 21, 2022

City of Rantoul

Subject: Pulling in 750 Copper Underground Cable

Thank you for considering BH Electric for your electric utility needs. We hope to provide you with the best performance and customer service possible. The following quote includes labor and equipment for pulling in 750 Copper Cable in the existing conduit. Our equipment will include one underground puller, one crane, one large reel wire cart, one 4700 digger derrick, one mini excavator and one ½ ton pickup.

The scope of the work included is installing sweeps, blowing in mule tape, and pulling in the wire. We will also install the junction boxes with backfill provided by the city. Termination is not included due to time restraints on other jobs. Wire, polywater, sweeps, and any other material will be supplied from the City of Rantoul.

If you have any questions or concerns about this bid feel free to contact me any time at (618) 889-0189 or ghenson@bhelectricllc.com

Sincerely,

BH Electric LLC

Gabriel Henson
CEO





BH ELECTRIC LLC

P.O. BOX 156
ELDORADO, ILLINOIS 62930

(P) 618-993-2183

TOTAL LABOR COST	\$55,420.00
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MOBILIZATION	\$6,500
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DEMOBILIZATION	\$6,500
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TOTAL EQUIPMENT COST	\$23,000
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TOTAL COST	\$91,420.20
------------	-------------



June 8, 2022

Rantoul Utilities

Via Email

Attn: Matt Caldwell

RE: Rantoul Foods PH3

Dear Mr Caldwell,

As requested , CCL Power LLC is hereby submitting the following proposal for the proposed work at Rantoul Foods . All the numbers/footages have been taken from the prints and documentation that you have submitted. CCL POWER . Is not a design and / or engineering firm . This proposal is based off of prints, specification or Scope of Work provided by the Owner / Buyer. I have included a " SCOPE OF WORK" depicting the work as it was presented and proposed.

SCOPE OF WORK

- * Pull Approximately 550' 3 Conductor - 750 MCM cable
- * Pull Approximately 550' 3 Conductor - 750 MCM cable
- * Pull Approximately 500' 3 Conductor - 750 MCM cable
- * Pull Approximately 500' 3 Conductor - 750 MCM cable
- * Pull Approximately 500' 3 Conductor - 750 MCM cable
- * Pull Approximately 500' 3 Conductor - 750 MCM cable
- * Install 6 Sector Tubs

CCL POWER INCLUDES :

- * All equipment and union labor to complete the work listed.

CCL POWER EXCLUDES:

- * All permits and Bonds
- * Q.C. Soil Testing
- * Special waste removal
- * Meg and high pot testing
- * Hard Surface Repairs

PROPOSAL

We hereby propose to provide the labor, equipment , aforementioned 'SCOPE OF WORK" for the sum of: NINETY NINE THOUSAND FIVE HUNDRED DOLLARS (\$99,500). These amount to be paid in full within NET 30 DAYS from the date of invoice.

ACCEPTANCE

The aforementioned Scope of Work, Proposal and Proposal Conditions meet our expectations and are hereby accepted. CCL POWER LLC. is now authorized to commence work as proposed and will be paid as stipulated within this agreement.

Date:_____ Authorized Signature:_____

Should you have any questions regarding this proposal, please feel free to contact me.

Sincerely,

Lou Coy

Louis H. Coy Jr, Managing Member

CCL POWER, LLC

100 East Hunt Street – Paxton, Illinois 60957

Ref

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
ITEM: Purchase Electric Equipment to support load growth at Rantoul Foods	DEPARTMENT: Public Works	
AGENDA SECTION:	PROJECT AMOUNT: \$308,592.20 - Electric Materials Phase 3 <u>\$ 20,000.00 - Contingency</u> \$328,592.2 - Total	
ATTACHMENTS: (X) OTHER (See Summary Highlights) (X) SUPPORTING DOCUMENTS	DATE: May 25,2021	
SUMMARY HIGHLIGHTS: This Agenda Item provides for the approval to purchase electric equipment and materials necessary to support load growth at Rantoul Foods. The customer continues to grow their business and is expanding the facility to the southwest, requiring an additional service point and 2500kva pad-mount transformer. While facilities can be provided and installed for the near-term need, a more extensive investment is recommended. The first & second phases of this project have been completed by Village Staff. Initially, new conduit, primary cable, junction points and a 2500kva pad-mounted transformer (13.8kv-277/480v taken from 300 Shelhouse Road) was installed. During the second phase, the Village installed a new service to the site from the overhead line along Prospect Road. This feed will be providing loading relief to the existing main switch gear (which was designed with auto-transfer capability) and serves nine (9) large pad mount transformers. The underground primary feed will support two (2) existing transformers, the newest transformer being installed and the existing pre-treatment plant. The third phase will provide an alternate feed to support the new service by installing cable along Route 136 from Prospect Road to Turner Drive. This work will be budgeted and performed during FY22. Subsequent work to strengthen the distribution system and two (2) substations is anticipated in future fiscal years. A project contingency fund of \$20,000.00 is requested to address any additional material needs, trencher usage for digging, and any unforeseen project costs. The purchases will be funded from the electric Infrastructure Account 541-1180-430-75-70 and from the Inventory Account 541-0000-130-00-00. RECOMMENDED ACTION: Authorize the approval to purchase Phase 3 materials (\$308,592.20), and a project contingency fund (\$20,000.00).		
DEPARTMENT HEAD APPROVAL: Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR:	
AGENDA PAGE NUMBER:		

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Intergovernmental Agreement with Rantoul City Schools #137 for the Illinois Department of Transportation (IDOT) Safe Routes to School (SRTS) Grant (Pleasant Acres Elementary School) in the amount of \$450,000.00	DEPARTMENT: Public Works
DATE: July 5, 2022	AMOUNT: \$450,000.00
ATTACHMENTS: 1. Rantoul City Schools 137 Intergovernmental Agreement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda item provides for the approval of an Intergovernmental Agreement between the Village of Rantoul and the Rantoul City Schools #137 (RCS) concerning the construction and maintenance of the federally funded Illinois Department of Transportation (IDOT) Safe Routes to School (SRTS) Project at Pleasant Acres Elementary School. Improvements include: • Sidewalk parallel to the school entrance • ADA compliant enhancements to the intersection of Short Street and Harper Drive, adding a sidewalk along the west side of Harper Drive north to Eater Drive • Improvements made to the path between Eater Drive and the front entrance to the school The Agreement is a collaborative effort between the RCS and the Village to improve Pleasant Acres Elementary School. The Village has agreed to manage, maintain, and operate the Project under the guidelines & authority of IDOT. A draft of the proposed Intergovernmental Agreement is attached. The Village and the RCS agree as follows: • The RCS will grant the Village a Temporary Construction Easement for the	

purpose of constructing the SRTS Project at Pleasant Acres Elementary School.

- The Village agrees to oversee the construction Project as stated.
- The RCS agrees to reimburse the Village the actual engineering and construction costs of the Project incurred by the Village (other than Village staff salaries) of up to \$100,000.00 towards this project if the total project amount exceeds the \$250,000.00 award from IDOT.
- The RCS agrees to maintain and keep all of the sidewalk on school property in good repair from the date of completion of the construction.
- The Village agrees to fund up to \$100,000.00 of the construction cost.

The project total is in the amount of \$450,000.00, with the initial funding in the amount of \$75,000.00, being funded through the Village's Local Motor Fuel Tax, and reimbursed by RCS.

RECOMMENDED ACTION: Authorize the approval of an Intergovernmental Agreement between the Village of Rantoul and the Rantoul City Schools #137 concerning the construction and maintenance of the Illinois Department of Transportation (IDOT) Safe Routes to School (SRTS) Grant that the Village was awarded.

DEPARTMENT HEAD APPROVAL
Jacob D. McCoy, P.E.

VILLAGE ADMINISTRATOR
Scott Eisenhauer

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RANTOUL AND THE
RANTOUL CITY SCHOOLS #137 CONCERNING THE CONSTRUCTION AND MAINTENANCE OF
THE SAFE ROUTES TO SCHOOL PROJECT

This Agreement is entered into by and between the Village of Rantoul, Illinois ("Village") and the Rantoul City Schools #137 ("District"), in consideration of the following terms and conditions and the mutual advantages, which both parties hereby acknowledge are expected to result therefrom.

WHEREAS, Section 10 of Article 7 of the 1970 Constitution of the State of Illinois authorized the District and the Village, as units of local government, to contract, share services and transfer powers and functions to and with each other in any manner not prohibited by law; and

WHEREAS, the proposed Safe Routes to School Grant will provide funding for a reconstruction project ("Project") which will improve access and provide American with Disabilities Act (ADA) compliance across Harper Drive and onto the Pleasant Acres School site as improvements to traffic flow and separation of walkers, bikers, buses, and other vehicle traffic within the project limits. The proposed street & sidewalk reconstruction project extends from Harper Drive to the Pleasant Acres School include construction of (ADA) compliant ramps at all intersections; removal and replacement of concrete sidewalks in selected locations; including the construction of an five-foot-wide sidewalk to accommodate pedestrians and bicyclists between the entrance to Pleasant Acres School and the Harper Drive multi-use path to the south.

WHEREAS, an intergovernmental agreement with the "District" is required to define the construction cost and maintenance responsibilities of the Parties for the "Project."

NOW, THEREFORE, the "Village" and the "District", in consideration of the mutual promises and covenants herein, agree as follows:

1. The "District" hereby grants to the "Village" its representatives, engineers and contractors the attached Temporary Construction Easement (Attachment A) to enter upon the property described therein for the purpose of constructing the "Project".
2. The "Village" agrees to oversee the construction "Project" as stated.
3. The "District" agrees to reimburse the "Village" the actual engineering and construction costs of the "Project" incurred by the "Village" (other than Village staff salaries) of up to \$100,000 towards this project if the total project amount exceeds the \$250,000 grant award from the state.
4. The "District" agrees to maintain and keep all of the sidewalk on school property in good repair from the date of completion of the construction.
5. This Agreement shall become effective on the date by which both parties have approved the agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Village of Rantoul, Illinois,

Rantoul City Schools #137,

Charles Smith, Village President

Date: _____

John Brotherton, Board President

Date: _____

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Engineering Agreement with ESI Consultants, Ltd. for the Illinois Department of Transportation (IDOT) Safe Routes to School (SRTS) Project (Pleasant Acres Phase I and Phase II) in the amount of \$74,743.00	DEPARTMENT: Public Works
DATE: July 5, 2022	AMOUNT: \$48,379.00 Phase I \$26,364.00 Phase II \$74,743.00 Total Engineering
ATTACHMENTS: 1. ESI Consultants, Ltd Engineering Agreement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This Agenda item provides for an Engineering Agreement with ESI Consultants, Ltd. for the Phase I and Phase II Engineering Services for the federally funded Illinois Department of Transportation (IDOT) Safe Routes to School (SRTS) Project at Pleasant Acres Elementary School. Improvements include: • Sidewalk parallel to the school entrance • ADA compliant enhancements to the intersection of Short Street and Harper Drive, adding a sidewalk along the west side of Harper Drive north to Eater Drive • Improvements made to the path between Eater Drive and the front entrance to the school An Intergovernmental Agreement between the Village and Rantoul City Schools #137 (RCS) concerning the construction and maintenance of the SRTS project has been presented for approval. The Agreement is a collaborative effort between the RCS and the Village to improve Pleasant Acres Elementary School. The Village has agreed to manage, maintain, and operate the Project under the guidelines & authority of IDOT. RCS agrees to reimburse the Village the actual engineering and construction costs of the Project incurred by the Village (other than Village staff salaries) of up to \$100,000 towards this project, if the total project amount exceeds the \$250,000 award from IDOT. The Village will also contribute \$100,000.00 towards the construction of the project.	

Initial funding in the amount of \$74,743.00 would be provided through the Village's Local Motor Fuel Tax. This amount will be reimbursed by RCS.

RECOMMENDED ACTION: Authorize the approval of an engineering agreement with ESI Consultants, Ltd. in the amount of \$74,743.00 for the Phase I and II engineering services for the federally funded Safe Routes to School (SRTS) Pleasant Acres Elementary Project that the Village was awarded.

DEPARTMENT HEAD APPROVAL
Jacob D. McCoy, P.E.

VILLAGE ADMINISTRATOR
Scott Eisenhauer



June 3, 2022

Village of Rantoul
Mr. Jacob D. McCoy, P.E.
200 W. Grove Avenue
Rantoul, IL 61866

**Subject: Safe Routes to School – Pleasant View School
Proposal for Services**

Dear Mr. McCoy:

On behalf of ESI Consultants, Ltd. we are pleased to submit this proposal for providing Phase I and II services on the above-referenced project. If you find this proposal to be acceptable, the executed copies of this letter, which set forth the contractual elements of this agreement, will constitute an agreement between the Village of Rantoul (CLIENT) and ESI Consultants, Ltd. (ENGINEER) for services on this project.

PROJECT UNDERSTANDING

It is the Client's intent to complete Phase I and II services for the federally funded Safe Routes to School project improving the school entrance at this location by improving the sidewalk parallel to the entrance. It also includes making ADA compliant improvements to the intersection at Short Street and Harper Drive, adding sidewalk along the west side of Harper Drive north to Eater Drive. There will also be improvements made to a path between Eater Drive and the front entrance to the school.

BASIC SCOPE OF SERVICES

The basic scope of services shall include:

- Phase I
 - Submit ESR and PESA
 - Address potential 4(f) concerns.
 - Complete all required survey and data collection.
 - Conduct public outreach for project.
 - Submit draft PDR
 - Address PDR comments and submit Final PDR.
- Phase II
 - Develop Prefinal plans and specifications for project.
 - Develop and submit Final plans and specifications for bidding project on a state letting.
- Bidding Phase
 - Address questions that may arise during the bidding process.

- Phase III
 - Phase III services are not included and will be addressed once Phase I services have been completed.

CLIENT RESPONSIBILITIES

CLIENT is to provide the following in a timely manner:

1. Any existing information for the site and adjacent roadways and utilities in a hard copy suitable to ENGINEER as determined by ENGINEER.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decisions with respect to ENGINEER's services for the Project.
3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.

COMPENSATION

For the aforementioned "Basic Scope of Services" is based on the breakdown as shown below:

Phase I Services	-	\$48,379.00
Phase II Services	-	<u>\$26,364.00</u>
		\$74,743.00

For Additional Services of ENGINEER's principals and employees engaged directly on the Project, a fee based on the actual hours expended multiplied by the appropriate employee billing rate, as set forth in ENGINEER's Staff Billing Rate Schedule attached hereto shall be used, or as independently negotiated for said services.

MISCELLANEOUS CONTRACTUAL ITEMS

This proposal represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us.

SCHEDULE

ENGINEER is available to begin this project immediately. It is anticipated that the project will be on an April 2023 IDOT letting and that construction will be completed during the summer of 2023 when school is not in session.

Thank you for requesting ESI Consultants, Ltd. to provide professional services on this Project.

Sincerely,
ESI CONSULTANTS, LTD.



David Clark, P.E.
Vice President

ACCEPTED THIS _____ DAY OF _____, 2022

BY: _____

VILLAGE OF RANTOUL



Illinois Department of Transportation

Office of the Secretary

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Telephone 217/782-6149

April 28, 2022

Mr. Jake McCoy
Village of Rantoul
333 South Tanner Street
Rantoul, IL 61866

Dear Mr. McCoy,

The Illinois Department of Transportation (IDOT) is pleased to inform you that the Village of Rantoul has been selected to receive funding from the 2021 Safe Routes to School (SRTS) Funding Cycle. Congratulations on your successful application. Fifty-seven projects, totaling over \$12.3 million, have been approved for funding. The complete list of approved projects can be found at www.idot.illinois.gov/srts.

The Village of Rantoul has been awarded \$250,000.00 for the Village of Rantoul SRTS project. The Safe Routes to School project number will be CRTS-021-5005. All SRTS funded projects must have all phases of work fully obligated within four years of the award notification letter or funds will be rescinded.

Please note that this letter is only a notification of award. This letter is **NOT** an official Notice to Proceed. There are numerous critical steps that must be completed before work can commence. Any work started or materials purchased prior to receiving the **Official Notice to Proceed** will not be eligible for reimbursement.

Please contact Brian Trygg, IDOT District 5 Local Roads Engineer, to receive instructions to proceed with your project. Brian Trygg may be reached at 217-466-7252 or Brian.Trygg@illinois.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Omer Osman'.

Omer Osman, P.E.
Secretary

Cc: Brian Trygg



ref

Local Public Agency Village of Rantoul	County Champaign	Section Number 22-00116-00-SW	Date 05/31/22
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Metropolitan Planning Organization (MPO)

For Construction Projects

In MPO Boundary ☐ Yes ☒ No	MPO Name 	MPO TIP Number 	Anticipated Letting Date 04/28/23	Letting Type State
--	--------------	--------------------	--------------------------------------	-----------------------

Project Location

Street / Road Name Harper DR		Local Route Name 			
Beginning Termini Eater DR		Ending Termini Short ST			
Type MS	Key Route Number 1630	From 0.34	Stationing To 0.47	Length 0.13	Functional Class 7-Local

Structures - for Projects that include Rehabilitation, Replacement or New Structure also complete

Over 	Existing Structure Number 	Structure Cost 	Sufficiency Rating
----------	-------------------------------	--------------------	------------------------

Project Location

Street / Road Name Short ST		Local Route Name 			
Beginning Termini Harper ST		Ending Termini Pleasant Acres Elementary School			
Type MS	Key Route Number 1720	From 0.11	Stationing To 0.13	Length 0.02	Functional Class 7-Local

Structures - for Projects that include Rehabilitation, Replacement or New Structure also complete

Over 	Existing Structure Number 	Structure Cost 	Sufficiency Rating
----------	-------------------------------	--------------------	------------------------

Each project/location requires submittal of a map with the location indicated

Estimated Cost

	State Job #	SFY	FHWA Funding		Fed %	State Funding		LPA Funding		Total
			Fund Source	Amount		Fund Source	Amount	Fund Source	Amount	
+ P-								Local	\$25,000.00	\$25,000.00
+ D-								Local	\$50,000.00	\$50,000.00
+ R-										
+ C-			SRTS	\$250,000.00	80%			Local Match	\$62,500.00	\$312,500.00
+ C-								Local	\$37,500.00	\$37,500.00
+ CE								Local	\$25,000.00	\$25,000.00
Total				\$250,000.00					\$200,000.00	\$450,000.00

Additional Information

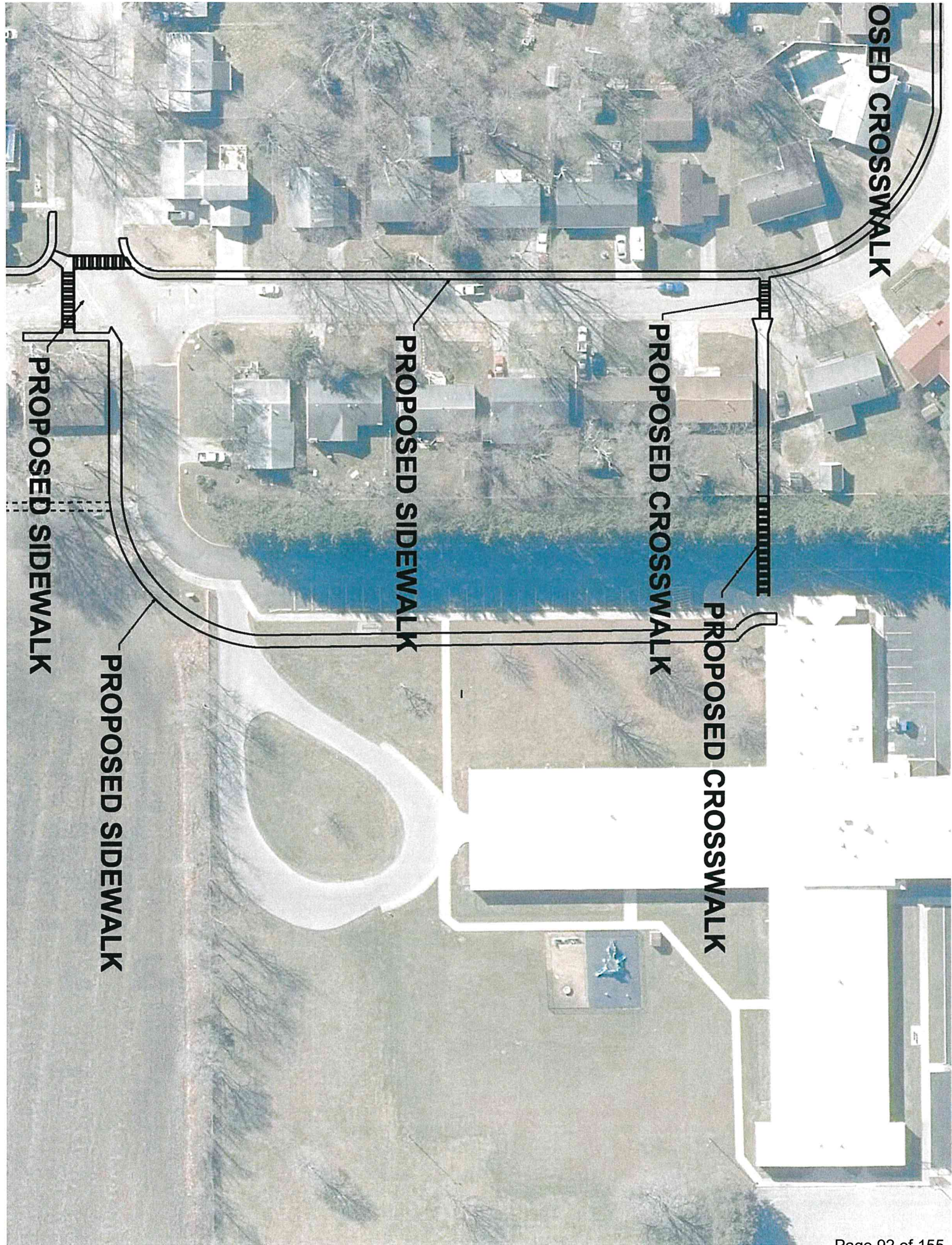
CRTS-021-5005 awarded \$250,000 on 4/28/2022. 50% of SRTS Sidewalks are on Pleasant Acres Elementary School property and 50% are on the Village of Rantoul right-of way.

Local Public Agency Contact Information

Name	Email	Phone Number
Jake McCoy	jmc coy@myrantoul.com	(217) 892-6526

CMAP USE ONLY

Planning Liaison Name	Email	Phone Number



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance 2707, AN ORDINANCE AMENDING CHAPTER 20, ARTICLE XII OF THE RANTOUL CODE PERTAINING TO PROHIBITED CANNABIS ESTABLISHMENTS	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS: 1. 07-22-2707 Ordinance - Amending Chapter 20, Article XII Regarding Prohibiting Cannabis Establishments Allowing Cannabis Dispensing Organization	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

ORDINANCE NO. 2707

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

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

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

Village Clerk

ORDINANCE NO. 2707

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

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

WHEREAS, pursuant to the provisions of the Illinois Cannabis Regulation and Tax Act, Public Act 101-0027, the Village adopted Ordinance No. 2631, which established Chapter 20 of the Village Code pertaining to Cannabis Business Establishments; and,

WHEREAS, Chapter 20 of the Village Code prohibits Adult-Use Cannabis Business Establishments within the Village, including adult-use cannabis dispensing organizations; and

WHEREAS, requests have been made to the Village to consider allowing adult-use cannabis dispensing organizations within the corporate limits of the Village.

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

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

Section 2. That Chapter 20, Article XII, entitled “CANNABIS BUSINESS ESTABLISHMENT PROHIBITED”, of the Rantoul Code, be amended by deleting “Adult-Use Cannabis Dispensing Organization” from the list of prohibited Adult-Use Cannabis Business Establishments set forth in Section 20-361.

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

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

Section 5. Publication. The Village Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form.

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

PASSED this 12th day of July, 2022.

Village Clerk

APPROVED this 12th day of July, 2022.

Village President

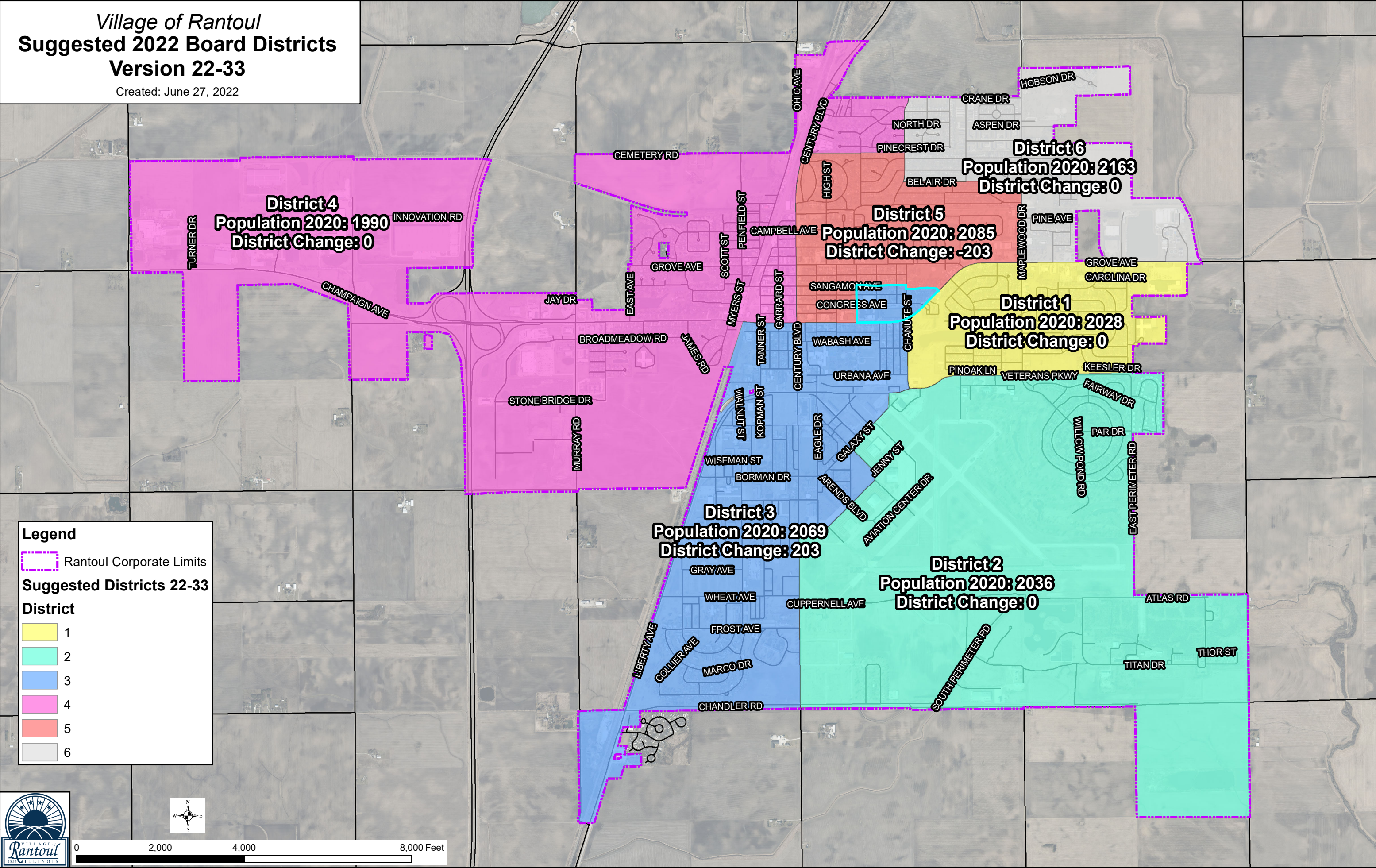
**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Approve Redistricting Map	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT: No cost associated
ATTACHMENTS: 1. Suggested 2022 Board District Map Version 22-33 2. Suggested 2022 Board District Map Version 22-33 Characteristics	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Due to the recent decline in population identified in the decennial census of 2020, and with the Village of Rantoul electing its Board of Trustees by District, the Village is required prior to the next election to review the census tract information, and if any district is substantially larger or smaller than the others, redistrict to balance the population. Noting an increase in population in District 5, with large declines in population in Districts 1 and 3, the district boundaries had to be adjusted to re-balance the districts so they are similar in population size. Three public gatherings were held to discuss potential maps, with all map options then placed on the website for further review. In all, six maps were drawn for evaluation, and those present at the final public gathering were asked to submit comments and provide input on a recommended map to forward to the Board of Trustees. Mrs. Loise Haines made the motion, seconded by Ms. Debbra Sweat, to select the map titled "Suggested 2022 Board Districts Version 22-33," and forward its recommendation to the Board of Trustees. The motion was approved with no opposition among those present at the time of the vote during the public gathering. That map is now before you for discussion and/or approval.	
RECOMMENDED ACTION: Approve Redistricting Map Titled "Suggested 2020 Board Districts Version 22-33"	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

Village of Rantoul
Suggested 2022 Board Districts
Version 22-33

Created: June 27, 2022



Population Characteristics for Suggested 2022 Village Districts -Version 22-33				
<u>DISTRICT</u>	<u>AS EXISTING</u>	<u>AS SUGGESTED</u>	<u>CHANGE</u>	<u>% CHANGE</u>
1	2028	2028	0	0.00%
2	2036	2036	0	0.00%
3	1866	2069	203	14.40%
4	1990	1990	0	0.00%
5	2288	2085	-203	-7.30%
6	2163	2163	0	-4.58%

Total Census Count: **12371**
Target District Size: **2062**

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Approve Expenditure of American Rescue Plan Act Funds for Village Utility Payments	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT: \$1,990,950.00
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: The Village of Rantoul was awarded over \$8 million in American Rescue Plan Act (ARPA) funds. These funds must be spent in accordance with the Federal Rule. In seeking suggestions and recommendations for how the money should be spent, a Trustee identified providing each residential utility customer in the Village would receive a \$350.00 credit on their utility account, thereby reducing any obligation to the Village by that amount. With 5,640 residential utility customers in the Village, multiplied by the \$350.00 each, plus the additional \$1,950.00 software upgrade to the utility system in order to credit each account. We have also included an additional \$15,000 in staff overtime pay to administrate the accounts, bringing the total amount from ARPA funds which would be spent to \$1,990,950.00. It should be noted this will apply to every residential customer currently receiving service, including some vacant properties, and individuals who have multiple properties upon which they are paying for service will receive multiple credits. This will account for approximately 25% of the total funding available through ARPA funds, and would be considered an eligible expense.	
RECOMMENDED ACTION: Approve Expenditure of American Rescue Plan Act Funds for Village Utility Payments	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance 2709, AN ORDINANCE AMENDING CHAPTER 38 "TRAFFIC AND VEHICLES" OF THE RANTOUL CODE IN CONNECTION WITH NON-HIGHWAY VEHICLES	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS: 1. 07-22-2709 Ordinance - Amending Chapter 38 Adding Article XIII Regarding Non-Highway Vehicles 2. Chapter 38, Article XIII - Non-Highway Vehicles draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Many communities our size have adopted ordinances allowing for the use of "non-highway" vehicles on village streets, with certain restrictions and requirements. This Ordinance would follow suit, in allowing golf carts and all-terrain vehicles, equipped as required by law, to utilize most Village streets. The Ordinance also restricts the driver of the vehicle to those who are 18 years of age or greater with a valid driver's license. There are restrictions on where the vehicle can travel (not on U.S. Highway 45 or U.S. Highway 136), at what speed, and when. The benefit allows for smaller than highway vehicles on village streets, savings in fuel, and easier mobility throughout the community.	
RECOMMENDED ACTION: Approve the Ordinance amending Chapter 38	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2709

**AN ORDINANCE
AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES” OF THE RANTOUL CODE
IN CONNECTION WITH NON-HIGHWAY VEHICLES**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

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

Village Clerk

ORDINANCE NO. 2709

**AN ORDINANCE
AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES” OF THE RANTOUL
CODE IN CONNECTION WITH NON-HIGHWAY VEHICLES**

WHEREAS, Rantoul Code Chapter 38 contains regulations concerning traffic and vehicles within the Village; and,

WHEREAS, the Rantoul Village Board desires to amend Chapter 38 and create a new article pertaining to Non-Highway Vehicles.

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

Section 1. Amendment. That Chapter 38, entitled “Traffic and Vehicles,” be amended by creating new Article XIII, entitled “Non-Highway Vehicles,” to provide as set forth in the attached provisions which are incorporated herein by this reference thereto.

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

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

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

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

PASSED this 12th day of July, 2022.

Village Clerk

APPROVED this 12th day of July, 2022.

Village President

ARTICLE XIII. NON-HIGHWAY VEHICLES

Sec. 38-400. DEFINITIONS.

NEIGHBORHOOD VEHICLE: A self-propelled, electronically powered four (4) wheeled vehicle; or a self-propelled, gasoline powered, four (4) wheeled vehicle with an engine displacement under one thousand two hundred (1,200) cubic centimeters; which is capable of attaining in one mile a speed of more than twenty (20) miles per hour, but not more than twenty-five (25) miles per hour, and which conforms to federal regulations under title 49 CFR part 571.500.

Neighborhood Vehicle shall include: golf carts, at that term is defined in 625 ILCS 5/1-123.9; and, all-terrain vehicles, as that term is defined in 625 ILCS 5/1-101.8.

Sec. 38-401. OPERATION ON STREETS.

- A. It shall be lawful for a qualified person to operate a neighborhood vehicle on designated streets within the village, subject to the provisions of this article.
- B. It shall be unlawful for any person to operate a neighborhood vehicle on any street in the village, unless:
 - 1. The driver is at least eighteen (18) years of age and has a valid driver's license,
 - 2. The vehicle is properly titled with the Illinois secretary of state, if required,
 - 3. Has the minimum required liability insurance as set out in 625 Illinois Compiled Statutes 5/7-601 et seq., and maintains proof of said insurance specifically for the neighborhood vehicle to be operated on village streets within the permitted vehicle,
 - 4. Has been properly registered with the Village and must display such registration as required in section 38-402 of this article, and
 - 5. Has the following required, operable equipment:
 - a) Brakes and brake lights,
 - b) Steering wheel apparatus,
 - c) Tires,
 - d) Rearview mirror,
 - e) Red reflectorized warning devices in the front and rear,
 - f) A slow-moving emblem on the rear of the vehicle,
 - g) A headlight that emits a white light visible from a distance of five hundred feet (500') to the front, illuminated at all times when operated on village streets,
 - h) A taillamp that emits a red light visible from at least one hundred feet (100') from the rear, illuminated at all times when operated on village streets,
 - i) Turn signals mounted to the front and rear of the vehicle,
 - j) Seatbelts, and
 - k) Horn.

- C. All persons eligible to operate a neighborhood vehicle on designated streets of the village must comply with the following requirements:
1. Must not exceed twenty-five (25) miles per hour.
 2. Shall only be operated from sunrise until 11:00 p.m.
 3. Shall not be operated in inclement weather, nor when visibility is impaired by weather, smoke, fog, or other conditions, or at any time when there is insufficient light to clearly see persons and vehicles on the roadway at a distance of five hundred feet (500').
 4. Each driver and passenger of a neighborhood vehicle shall wear a properly fastened and adjusted seat safety belt. Children must be secured in a child restraint system as required pursuant to the Child Passenger Protection Act.
 5. A person who drives, or is in actual physical control of a neighborhood vehicle on a roadway, while under the influence of alcohol or drugs is subject to 625 Illinois Compiled Statutes 11-500 through 11-502.
 6. Neighborhood vehicles may not be operated on sidewalks, or other public property, not accessible to or authorized to vehicular traffic.
 7. Neighborhood vehicles may not be operated on streets, highways, and roads under the jurisdiction of the Illinois Department of Transportation, or the county highway department, including U.S. Highway 45 and U.S. Highway 136.
 8. Neighborhood vehicles may not be operated on village streets with a posted speed limit in excess of thirty (30) miles per hour.
 9. Nothing in this chapter shall permit the use of recreational off-highway vehicles as defined and provided in 625 Illinois Compiled Statutes 5/1-168.8, off-highway motorcycles, and any other vehicle, which is not described within the foregoing definition of "neighborhood vehicles".

Sec. 38-402. REGISTRATION OF NEIGHBORHOOD VEHICLES

- A. Permit: A permit shall be issued within seven (7) days upon the approval of an application from an owner of a neighborhood vehicle to operate a neighborhood vehicle upon the streets and roadways within the jurisdiction of the Village, except where expressly prohibited.
- B. Application: Any person requesting a permit shall submit an application to the Village Clerk on a form supplied by the Village which shall contain, at a minimum, the following:
1. The owner's name, address, phone number, driver's license number, vehicle identification number (if available), make, and model of the vehicle,
 2. Proof of valid insurance information, which meets the requirements of 625 Illinois Compiled Statutes 5/7-601 et seq., specifically for the neighborhood vehicle to be operated on Village streets,
 3. Signed and notarized Waiver of Liability by applicant, releasing the Village from any and all future claims resulting from the operation of their neighborhood vehicle, pursuant to this article, or any other ordinance of the Village,

4. A certification, signed by a certified mechanic, that the mechanic has inspected the non-highway vehicle, that the non-highway vehicle is equipped as required by this article, and that all such equipment is in operational condition,
 5. Any handicapped applicant must submit a certificate signed by a physician that he is a handicapped applicant, and that he is able to safely operate a neighborhood vehicle on the roadways designated.
- C. Upon issuance, said permit shall be displayed on the front and rear of the vehicle as may be administratively required by the Village.
 - D. Fee: An annual registration and permit fee of twenty-five dollars (\$25.00) per year for applicants age sixty five (65) or older, and fifty dollars (\$50.00) per year for all other applicants, shall be submitted at the time of the application for the permit, and is subject to renewal each May 1 thereafter.
 - E. Permit Renewal: A permit shall be valid for a period of one year and may be renewed upon application of the owner, in compliance with subsection B of this section.
 - F. Transferability: A permit is nontransferable.
 - G. Denial Of Permit: A permit shall be denied only for the following reasons:
 1. The vehicle is not properly titled with the Illinois Secretary of State, if required,
 2. The insurance information for the vehicle cannot be verified,
 3. The registered owner does not have a valid driver's license,
 4. The owner has provided any false information in their application, or
 5. The vehicle does not conform to the requirements of this article.
 - H. False Information: It shall be unlawful for anyone to provide false information in the application for a permit to operate a neighborhood vehicle.

Sec. 38-404. OBEDIENCE TO VEHICLE CODE.

- A. Every operator of a neighborhood vehicle shall obey all sections of 625 Illinois Compiled Statutes 5/1-100 et seq., the Illinois Vehicle Code, and all provisions of this article.
- B. The Village may suspend or revoke a permit granted hereunder upon a finding that the holder thereof has violated any of the provisions of this article, or if there is evidence that the permit holder cannot safely operate the neighborhood vehicle on the designated roadways.
- C. Every person operating a neighborhood vehicle pursuant to a permit hereunder on designated village streets has all the rights and duties applicable to a driver of any other vehicle pursuant to the state highway traffic laws and regulations, except when those provisions cannot reasonably be applied to neighborhood vehicles.

Sec. 38-405. PERMIT REVOCATION.

- A. The permit issued pursuant to Section 38-402 may be revoked by the Chief of Police or his/her designee, if:
 - 1. There is any material misrepresentation made by the applicant on the application;
 - 2. The liability insurance, required by Section 38-402, is no longer in full force and effect;
 - 3. There is evidence, as determined in the sole discretion of the Chief of Police, or his/her designee, that the permit holder can no longer safely operate the non-highway vehicle; or,
 - 4. There has been a violation of any Ordinances of the Village, or provision of the Illinois Vehicle Code, by the permit holder.
- B. The Chief of Police, or his/her designee, shall issue a notice of revocation of a permit in writing, and either hand deliver the notice to the permit holder, or send the notice by certified mail, return receipt required, to the permit holder at the address on the application. The revocation of the permit shall be effective immediately after personal service, or on the third day after the postmark of the certified mail. In the event of revocation of a permit, the permit holder shall not be entitled to the return of any portion of the annual fee.

Sec. 38-410. PENALTIES.

- A. A violation of this article shall be punishable by a minimum fine of not less than two hundred fifty dollars (\$250.00), nor more than seven hundred fifty dollars (\$750.00).
- B. A second conviction for a violation of this chapter within one year of the date of a prior conviction, shall result in suspension of the owner's permit issued under this article, to be reinstated only by the Village Administrator.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance 2708, AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 34 TAXATION OF THE RANTOUL CODE IN CONNECTION WITH HOTEL AND MOTEL USE TAX	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT: undetermined
ATTACHMENTS: 1. 07-22-2708 Ordinance - Amending Chapter 34, Article VI Regarding Hotel and Motel Use Tax 2. Village of Rantoul Code Chapter 34, Article VI - Hotel and Motel Use Tax	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Currently, the Village of Rantoul charges 5.5% Hotel/Motel Tax. In reviewing other communities, this amount is lower than other communities with similar amenities for tourists. Champaign and Urbana both have a 7.0% Hotel/Motel Tax. Alton, Collinsville, and Edwardsville all have 7.0% tax rates. In a 2018 list published by the Illinois Council of Conventions and Visitors Bureaus, Galesburg was at 10.8%, Decatur 8.0%, Peoria 8%, Rockford 8%, and Marion at 9.0%. Therefore, the proposed increase would raise the Village of Rantoul Hotel/Motel Tax from 5.5% to 7.0%. The increase in the Hotel/Motel Tax is not paid by the establishment, but rather shall be paid by the renter of the room. This change in rate would become effective January 1, 2023.	
RECOMMENDED ACTION: Approve an increase in the Hotel/Motel Tax	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE NO. 2708

**AN ORDINANCE
AMENDING ARTICLE VI OF CHAPTER 34 “TAXATION” OF
THE RANTOUL CODE IN CONNECTION WITH HOTEL AND MOTEL USE TAX**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

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

Village Clerk

ORDINANCE NO. 2708

**AN ORDINANCE
AMENDING ARTICLE VI OF CHAPTER 34 “TAXATION” OF
THE RANTOUL CODE IN CONNECTION WITH HOTEL AND MOTEL USE TAX**

WHEREAS, Rantoul Code Chapter 34 contains provisions regarding certain taxes imposed by the Village; and,

WHEREAS, the Rantoul Village Board desires to amend certain Sections of Chapter 34 pertaining to the Hotel and Motel Use Tax.

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

Section 1. Amendment. That Article VI, entitled “Hotel and Motel Use Tax”, of Chapter 34, entitled “Taxation”, be and the same is hereby amended to provide as set forth in the attached provisions which are incorporated herein by this reference thereto, with underlining being additions and strikethroughs being deletions.

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

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

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

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

PASSED this 12th day of July, 2022.

Village Clerk

APPROVED this 12th day of July, 2022.

Village President

ARTICLE VI. HOTEL AND MOTEL USE TAX¹

Sec. 34-100. Title.

The tax imposed by this article shall be known as the "hotel and motel use tax" and is imposed in addition to all other taxes imposed by the village, the state or any other municipal corporation or political subdivision thereof.
(Ord. No. 1597, 5-12-1998)

Sec. 34-101. Definitions.

For the purpose of this article, and the interpretation and enforcement thereof, the capitalized words, terms, phrases and their derivatives shall have meanings respectively ascribed to them in this section below. Words used in the present tense include the future, words of the singular number include correlative words of the plural number and vice versa, and any reference to any gender or the neuter includes both genders and the neuter, as the case may be.

Hotel or motel room means a room within a structure kept, used or maintained as or advertised or held out to the public to be an inn, motel, hotel, apartment hotel, lodginghouse, dormitory or place where sleeping, rooming, office, conference or exhibition accommodations are furnished for rent or lease, whether with or without meals. One room offered for rental or lease with or without an adjoining bath shall be considered as a single "hotel or motel room."

Owner means any person having a sufficient proprietary interest in conducting the operations of a hotel or motel room or receiving the consideration for the rental or lease of such hotel or motel room so as to entitle such person to all or a portion of the net receipts thereof.

Renter means any person who undertakes the use or privilege of renting, leasing or otherwise occupying any hotel or motel room.

(Ord. No. 1597, 5-12-1998)

Sec. 34-102. Imposition.

- (a) There is hereby levied and imposed upon the use and privilege of renting a hotel or motel room within the village a tax of ~~5 1/2~~ seven (7) percent of the rental or lease charge for each such hotel or motel room rented or leased for each 24-hour period or any portion thereof; provided, however, that such tax shall not be levied and imposed upon any person to rent or lease a hotel or motel room for more than 30 consecutive days who works or lives in the same hotel or motel.
- (b) The ultimate incident of the liability for payment of the tax shall be borne by the renter.
- (c) The tax herein levied and imposed shall be paid in addition to any and all other taxes and charge. It shall be the duty of any owner, including any manager or operator, of every hotel or motel to act as trustee for and

¹State law reference(s)—Municipal hotel and motel use taxes, 65 ILCS 5/8-3-13 et seq.; Hotel Operators' Occupation Tax Act, 35 ILCS 145/1 et seq.

on account of the village, and to secure the tax from the renter of the hotel or motel room and pay over to the village comptroller the tax under procedures prescribed by the village comptroller, or as otherwise provided in this article.

- (d) Every person required to collect the tax levied and imposed by this article shall secure the tax from the renter at the time such person collects the rental or lease payment for the hotel or motel room. Upon the invoice, receipt, or other statement or memorandum of the rent or lease amount given to the renter at the time of payment, the amount due for the tax levied and imposed under this article shall be stated separately on any such document.

(Ord. No. 1597, 5-12-1998)

Sec. 34-103. Books and records.

The village comptroller may enter the premises of any hotel or motel for inspection and examination of books and records in order to effectuate the proper administration of this article and to assure the enforcement of the collection of the tax levied and imposed hereunder. It shall be unlawful for any person to prevent, hinder or interfere with the village comptroller in the discharge of such village comptroller's duties and the enforcement of this article. It shall be the duty of every owner to keep accurate and complete books and records to which the village comptroller shall at all times have access, which records shall include a daily sheet showing:

- (1) The number of hotel or motel rooms rented or leased during each 24-hour period, including multiple rentals or leases of the same hotel or motel rooms where any such rentals or leases may occur; and
- (2) The actual hotel or motel tax receipts collected for the 24-hour period in question.

(Ord. No. 1597, 5-12-1998)

Sec. 34-104. Transmittal of tax revenue.

- (a) The owner of each hotel or motel room within the village shall file tax returns showing tax receipts received with respect to each hotel and motel room during each monthly period on the first day of every month, on forms prescribed by the village comptroller. The return shall be due on or before the last day of the calendar month succeeding the end of the monthly filing period. A separate return shall be filed for each place of business within the village regardless of ownership.
- (b) Reporting periods and tax payments shall be in accordance with the provisions of this article. At the time of filing such tax returns, the owner shall pay to the village all taxes due for the period to which such tax return applies.
- (c) If for any reason any tax is not paid when due, a penalty at the rate of 1½ percent per 30-day period, or portion thereof, from the day of delinquency shall be added and collected.

(Ord. No. 1597, 5-12-1998)

Sec. 34-105. Collection.

Whenever any persons shall fail to pay any tax or penalty as herein levied and imposed, the village comptroller shall bring or cause to be brought an action to enforce the payment of any such tax or penalty on behalf of the village in any court of competent jurisdiction.

(Ord. No. 1597, 5-12-1998)

Sec. 34-106. Proceeds of tax and fines.

All proceeds resulting from the imposition of the tax under this article, including penalties, shall be paid into the treasury of the village and shall be credited to and deposited in the corporate fund of the village.

(Ord. No. 1597, 5-12-1998)

Sec. 34-107. Violations

In addition to the other provisions of this article, any person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of this article, except when otherwise specifically provided, shall, upon conviction thereof, be subject to penalties as provided in section 1-23.

(Ord. No. 1597, 5-12-1998)

Secs. 34-108—34-127. Reserved.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Extend Current Waste Collection Agreement with GFL Environmental, Accepting the First Two-Year Option	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT: 4% increase each year of the two-year agreement
ATTACHMENTS: 1. Waste Collection Agreement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Currently, the Village of Rantoul has an agreement with GFL Environmental to collect all residential waste and recycling material curbside. The initial term of the current agreement expires on July 31, 2022. The original intent was to seek bids from private waste collectors to determine the best pricing moving forward. Unfortunately, with the increase in labor, the labor shortage, the increase in fuel prices, and the increased cost of repair and maintenance of these trucks, it was anticipated putting out for bid at this time would yield less than favorable results compared to the pricing included in an extension. If the Village agrees to extend the current agreement with GFL Environmental, prices are already locked in at no greater than 4% increases; therefore, the pricing beginning August 1st, 2022 will be \$15.73 per single family dwelling per month, and beginning August 1st, 2023 \$16.36 per single family dwelling per month. The status of this contract will be reviewed again in 2024.	
RECOMMENDED ACTION: Extend Current Waste Collection Agreement with GFL Environmental, Accepting the First Two-Year Option	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

WASTE COLLECTION AGREEMENT

THIS WASTE COLLECTION AGREEMENT ("Agreement") is made and entered into as of this 1st day of August, 2015, by and between AREA DISPOSAL SERVICE, INC., an Illinois corporation ("Contractor"), and the VILLAGE OF RANTOUL, an Illinois municipal corporation (the "Village").

WITNESSETH:

WHEREAS, the Village has heretofore, by ordinance, authorized the licensing of the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

WHEREAS, Contractor desires to provide services to the Village for the collection and disposal of waste accumulating within the municipal limits of said Village to promote the health, safety, peace, good order and general welfare of said community;

NOW, THEREFORE, for and in consideration of the foregoing recitals, and the undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE 1: RETENTION AS CONTRACTOR

The Village hereby retains Contractor to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings located within the legal boundaries of the Village, and Contractor hereby agrees to provide such waste collection and disposal services to the Village, subject to and in accordance with the terms of this Agreement. During the term of this Agreement, Contractor shall have the sole and exclusive right to collect and dispose of all Residential Waste and Recyclable Materials from Single-Family Dwellings within the Village, and the Village shall not allow any other entity to provide such collection and disposal services within the Village during the term of this Agreement.

ARTICLE 2: DUTIES OF CONTRACTOR

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the Village at the curb on designated days determined by Contractor. The initial collection schedule is set forth on Exhibit A attached hereto. Each Single-Family Dwelling shall be limited to the pick-up of not more two (2) 95-gallon carts. Contractor shall provide each Single-Family Dwelling with one (1) 95-gallon cart free of charge. If a Single-Family Dwelling requires an additional 95-gallon cart, it may be obtained from Contractor for an additional charge of \$3.50 per month which will be billed to and payable by the resident of the Single-Family Dwelling. As an alternative, a resident may purchase one (1) additional cart from

Contractor for the amount of \$75.00, plus a delivery charge of \$35.00. No delivery charge will apply if a resident picks up the cart at Contractor's office. If a resident purchases an additional cart, extra services for trash will be charged at a rate of \$1.00 per month, billable twelve months in advance. This fee is for the extra service only. This fee will be billed by Contractor to the resident and the resident shall be responsible for payment of the fee.

Contractor shall not be required to pick-up from a Single-Family Dwelling any item:

- (a) that is Scattered Garbage;
- (b) that is placed at the curbside in a container other than the 95-gallon cart supplied by Contractor; or
- (c) Landscape Waste.

Excess refuse beyond regular set-out limits will be collected at a rate agreed to between the resident and Contractor, based upon the type and quantity of refuse to be collected.

Contractor shall only be required to provide one (1) 95-gallon cart free of charge to each Single-Family Dwelling once. If the 95-gallon cart supplied by Contractor free of charge is lost or stolen, then the resident will be required to purchase a new 95-gallon cart for the amount of \$75.00, plus a delivery charge of \$35.00.

2.2 Contractor shall make all pick-ups at the curbside and designated alleys unless other arrangements are made by the Village or resident prior to the pick-up day.

2.3 At the request of a resident of a Single-Family Dwelling, Contractor shall pick-up bulky items such as sofas, chairs, couches, etc. at a charge of \$35.00 per item payable by the resident. Bulky item pick-up may be requested by calling Contractor at 217.893.3675 or rantoul@pdcare.com.

2.4 Contractor shall provide twice per month collection of Recyclable Materials from all Single-Family Dwellings in the Village at the curbside on designated days determined by Contractor. Each resident of a Single-Family Dwelling must enroll in the program to begin service. Contractor shall provide collection day information to the residents prior to the start of service. Each Single-Family Dwelling shall be provided with one (1) 95-gallon tote cart free of charge by Contractor. If additional storage capacity is required, resident may (i) rent an additional 95-gallon cart from Contractor for an additional charge of \$3.50 per month which will be billed by Contractor to the resident and payable by the resident of the Single-Family Dwelling, or (ii) set Recyclable Materials out in resident-owned containers. Residents may set out an unlimited amount of Recyclable Materials as long as it is containerized.

2.5 Contractor shall have the right to refuse to pick up any loose or scattered Recyclable Materials and any material mixed or mingled with non-recyclable material or

in such unsanitary condition that it could not be recycled without being cleaned. Contractor shall only be required to collect Recyclable Materials which meet the guidelines set forth in Exhibit B.

2.6 Contractor and the Village agree that pick-up days falling on or during the week after the following legal holidays will be delayed until the following day: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.7 Vehicles shall be fully enclosed, leak proof, and operated in such a way that no Residential Waste or Recyclable Materials can leak, spill or blow off a vehicle. Contractor shall be responsible for the immediate collection and cleanup of any litter that is caused by the failure to properly secure materials. The Village shall inspect Contractor's equipment solely for the purpose of determining compliance with the village ordinance and the franchise contract.

2.8 Contractor agrees to provide the Village with neat and orderly pick-up with courteous and professional work crews.

2.9 Contractor agrees to provide the Village with an alcohol and drug-free workplace.

2.10 Contractor shall comply with all local, State and Federal laws, ordinances and regulations.

2.11 Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. paragraph 2000a, *et seq.*) and the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*).

2.12 Contractor will provide twice per year community wide cleanups (fall and spring), in which the residents will be permitted to put an unlimited number of trash containers out for the curb side pick-up. This unlimited refuse collection shall include bulk items (e.g. discarded furniture) and small amounts of construction debris of no more than 2.5 cubic yards.

2.13 Contractor shall have the right, but not the obligation, to inspect, sample, analyze or test any Residential Waste collected by Contractor hereunder. Contractor shall not accept for collection and disposal any Banned Waste, Landscape Waste, Construction Waste, Hazardous Waste, Special Waste, Hazardous Hospital Wastes, Potentially Infectious Medical Waste, radioactive waste, volatile or highly flammable waste, explosives, or Regulated Medical Waste.

2.14 At no additional charge, Contractor shall provide the Village with Residential Waste and Recyclable Materials collection service to the municipal facilities listed on Exhibit C. The locations may be added to or deleted based upon the needs of the Village.

2.15 Contractor shall not allow Residential Waste or Recyclable Materials to scatter nor spread as a result of the collection service provided within the Village. Any Residential Waste or Recyclable Materials spilled on the yard or street shall be picked up prior to leaving the site of collection. Contractor shall carry on each collection vehicle not less than one broom and shovel to clean up any Residential Waste or Recyclable Materials spilled. Contractor shall be responsible for any real and/or personal property damage caused by its employees, and or agents in connection with the services to be performed by Contractor under this Agreement. Garbage containers shall be replaced to the same locations as found after emptying and shall be replaced in the same condition. Garbage containers, which have been substantially damaged through the fault of Contractor, shall be replaced by Contractor with containers of like kind and quality as those damaged.

2.16 No Residential Waste and Recyclable Materials pickups shall be collected prior to 6:00 a.m. or no later than 6:00 p.m. central time. Notice of expected delays due to inclement weather or heavy volumes shall be reported to the office of the Village Administrator in a timely manner prior to the anticipated delay. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

2.17 Should Contractor not be able to collect Residential Waste or Recyclable Materials due to inclement weather, the collection for the missed day shall be rescheduled for the next day. In the event the proceeding day is a holiday, then collection shall occur on the next scheduled business day.

2.18 On request, Contractor has the right to provide the residents of the Village with any additional disposal service beyond that herein described for all types of refuse material including earth, sod, rocks, concrete, excavations and other materials (except for poisonous and toxic materials and large quantities of liquid requiring tanker truck disposal equipment), but the additional services shall be provided at a cost to the resident above the monthly base fee and billed by Contractor to the resident.

2.19 Contractor shall, at least once a month, transport all Recyclable Materials to a recyclable material processing facility which is actually engaged in the business of reusing or recycling such materials. Any and all Recyclable Materials processing facilities which may receive recyclable material collected through the service herein described, and the intended use of the processed material, shall be subject to approval by the Village.

2.20 Notwithstanding Article 7, Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and or subcontractors to perform its obligations under this Agreement.

2.21 In the event of a disaster, as declared by the Village President, Contractor will provide upon request, additional vehicles, equipment and employees to maintain a normal collection schedule or as nearly practical a schedule agreeable to the Village. Contractor will be responsible for servicing the Village facilities and residences in a timely manner.

In addition, Contractor and the Village will negotiate a fee to be paid for any additional services that may be required during an emergency, such as providing roll-off dumpsters and any additional curbside pick-ups. Notwithstanding Article 7, if an agreement cannot be reached between Contractor and the Village, the Village will be able to pursue the necessary services from another company for such purposes.

2.22 Contractor shall, upon reasonable notice, make accessible for inspection by the Village, every landfill, incinerator, transfer station, recycling facility, and yard waste disposal site which receives Residential Waste from the Village as a result of this Agreement.

2.23 Notwithstanding Article 7, if Contractor fails to collect and dispose of Residential Waste with the Village for a period of five (5) continuous days or more, then the Village shall have the right to collect and dispose of the Residential Waste at the expense of Contractor.

2.24 Contractor at all times shall maintain access to disposal facilities approved by the Illinois Environmental Protection Agency, the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the services, all in accordance with the specifications and provisions contained in this Agreement.

ARTICLE 3: COLLECTION AND DISPOSAL FEES/FRANCHISE FEE

3.1 Effective August 1, 2015 as compensation for the collection and disposal of Residential Waste and Recyclable Materials, the Village shall pay Contractor a fee according to the following schedule of rates. Contractor shall bill the Village on a monthly basis per the agreed upon amount based on the following rates:

15 First Year:	\$12.67 per Single-Family Dwelling per month
17 Second Year:	\$12.99 per Single-Family Dwelling per month
17 Third Year:	\$13.31 per Single-Family Dwelling per month
18 Fourth Year:	\$13.71 per Single-Family Dwelling per month
19 Fifth Year:	\$14.12 per Single-Family Dwelling per month
20 Sixth Year:	\$14.62 per Single-Family Dwelling per month
21 Seventh Year:	\$15.13 per Single-Family Dwelling per month
Eighth Year*:	\$15.73 per Single-Family Dwelling per month
Ninth Year*:	\$16.36 per Single-Family Dwelling per month
Tenth Year*:	\$17.01 per Single-Family Dwelling per month
Eleventh Year*:	\$17.69 per Single-Family Dwelling per month

*Option years only applicable if City exercises option.

3.2 As of August 1, 2015, the number of Single-Family Dwellings is 3,422. The number of Single-Family Dwellings can increase or decrease each year based upon agreement of the parties.

3.3 Contractor shall invoice the Village monthly in arrears for the collection and disposal services. Payment shall be due fifteen (15) days from date of invoice. Interest shall be charged on all accounts not paid when due at a rate of 1½% per month.

3.4 Contractor will pay the Village an annual franchise fee for the privilege of operating as the exclusive hauler for Single-Family Dwellings within the Village. The franchise fee shall be in an amount equal to five percent (5%) of Contractor's total gross revenues for all services billed under Section 3.1 by Contractor and paid by the Village. Commencing September 15, 2016, and on each September 15, thereafter, Contractor shall pay the franchise fee for the preceding one-year period (August 1 – July 31).

3.5 Contractor shall maintain complete and accurate books, records and accounts showing its total quarterly billings for the collection service in the Village, and gross receipts from the sale of Recyclable Materials during the term of this Agreement. Such books and records shall be made available for examination and audit by the Village at any time during regular business hours.

3.6 The fees provided in this Article 3 shall include any and all charges, taxes and fees for the collection, transportation and disposal of all Residential Waste collected and the transportation and processing and disposition of all Recyclable Materials. Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Village or Contractor in connection with Contractor's facilities and for all licenses, permits, certificates of authorities, and inspections required for these services. In the event there is a change or addition in new state or federal rules, ordinances, regulations, taxes or government charges, that affects Contractor's cost of providing the service, such as a sales tax on services, other than property taxes, Contractor may adjust with at least sixty (60) days written notice the established rates accordingly. Any changes in rates must be supported by documentation. Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the Village and/or individual resident.

3.7 Contractor shall furnish an acceptable Performance Bond not later than ten (10) working days following the execution of this Agreement, executed by a surety company having a policy rating of at least A- and a financial rating of at least VIII in the latest edition of A.M. Best's Insurance Guide and licensed to do business in the State of Illinois, in the penal sum of Five Hundred Thousand (\$500,000.00) Dollars, subject to annual renewal by Continuation Certificate, and subject to thirty (30) days written notice by certified mail to the Village by the surety company of any decision not to issue a

Continuation Certificate. Said bond shall indemnify the Village against any loss resulting from any breach or failure of performance by Contractor.

3.8 If the Village should wish to change the type or scope of service provided during the term of this Agreement, the Village shall have the option to initiate the change in service by notifying Contractor in writing at least sixty (60) days prior to when a proposed change in service would begin. The Village and Contractor shall agree to negotiate the terms and price of such a change in service after proper notice has been given. In the event that the Village and Contractor are unable to agree to alternate terms, the existing franchise contract shall remain in force or be terminated.

ARTICLE 4: TERM/TERMINATION

4.1 This Agreement shall become effective as of August 1, 2015, and the initial term shall be seven (7) years effective through July 31, 2022.

4.2 Not less than thirty (30) days prior to the expiration of the initial term and prior to any public advertisement for bids by the Village, Contractor shall be allowed to request an extension or renewal of this Agreement on the same or different terms. Although Contractor may request an extension or renewal of the Agreement, the decision to extend or renew the Agreement is within the sole discretion of the Village.

4.3 The Village shall have the right to extend the term of this Agreement for two (2) additional two (2) year periods. The option of the Village to extend the term hereof shall be exercised by the Village delivering written notice to Contractor at least one hundred-eighty (180) days prior to the expiration date of the then current term.

4.4 If either party defaults in performing any of the terms or provisions of this Agreement, and continues in default for a period of thirty (30) days after written notice thereof, the party not in default shall have the right to immediately terminate this Agreement.

4.5 Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

ARTICLE 5: INSURANCE

Contractor shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

	<u>COVERAGE</u>	<u>LIMITS</u>
a)	Workers' Compensation Coverage A	Statutory
b)	Employers' Liability Coverage B	\$500,000.00
c)	Commercial General Liability	\$5,000,000.00 each occurrence
d)	Comprehensive Automobile Liability (Combined Single Limit)	\$5,000,000.00

The Village shall be named as an additional insured except on the worker's compensation policy.

Contractor shall have the option to have the above primary limits less than required, with an umbrella policy providing the excess liability; provided, however, that the Village is named as additional insured under such umbrella policy. Contractor shall secure the required insurance from an insurance company acceptable to the Village and shall provide the Village with certificates of insurance within ten (10) days of the date of execution of this Agreement. The certificate shall include a provision that requires thirty (30) days prior written notice to the Village of any cancellation, reduction or change in coverage of any policy indicated on said certificate by certified mail, return receipt requested.

Prior to the beginning of the term of this Agreement, Contractor shall furnish the Village with above described Certificates of Insurance and Certificate of Coverage and applicable policy endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

Failure of the Village to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of any insurance obligations herein.

ARTICLE 6: INDEPENDENT CONTRACTOR

Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations.

ARTICLE 7: EXCUSE OF PERFORMANCE

Contractor shall not be liable for its failure to perform the waste disposal and collection services hereunder due to events, actions or contingencies beyond its reasonable control, including, but not limited to, strikes, explosion, accident, flood,

sabotage, riot, war, fire, acts of God; compliance with any applicable governmental laws, rules, regulations or orders; coercive action of regulatory agencies; court injunction or order; loss of permits; failure to obtain permits; or lack of adequate fuel, power, raw materials, labor or transportation and disposal facilities; provided, however, Contractor shall work diligently to remove any such contingency. Article 7 shall not relieve Contractor of its obligations under Sections 2.20, 2.21 and 2.23.

ARTICLE 8: WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of this same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.

ARTICLE 9: SEPARABILITY

In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

ARTICLE 10: DEFINITIONS

10.1 "Construction Waste" means materials resulting from the construction, remodeling, repair and demolition of utilities, structures and roads.

10.2 "Landscape Waste" means all accumulation of grass or shrubbery, cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

10.3 "Recyclable Materials" means the materials described in Exhibit B attached hereto.

10.4 "Residential Waste" means Garbage and the casual or occasional refuse, rubbish or debris which may be generated from a private household.

10.5 "Garbage" means waste resulting from the handling, processing, preparation, cooking and consumption of food, and wastes from the handling, processing, storage and sale of produce.

10.6 "Hazardous Waste" means hazardous waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1; et seq., as amended, or in rules promulgated thereunder.

10.7 "Regulated Medical Waste" means regulated medical waste as defined in 40 CFR Section 259.30.

10.8 "Special Waste" means special waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

10.9 "Banned Waste" shall mean all waste for which disposal by means of landfilling is now or hereafter prohibited by local, state, or federal law, rule, or regulation.

10.10 "Potentially Infectious Medical Waste" shall mean potentially infectious medical waste as defined in the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., as amended, or in rules promulgated thereunder.

10.11 "Single-Family Dwellings" shall mean single family units and multi-family facilities with four units or less.

10.12 "Scattered Garbage" shall mean Residential Waste that is not contained within a 95-gallon cart supplied by Contractor, unless special arrangements have been made for pick-up pursuant to Section 2.3.

ARTICLE 11: INDEMNIFICATION

Contractor agrees to indemnify and save harmless the Village, its present and future officers, directors, employees, and agents, from and against all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person, damage (including loss of use) to any property (public or private), contamination of or adverse effects on the environment, or any violation or alleged violation of local, state or federal laws, rules or regulations, directly caused by Contractor's breach of any obligation, warranty or representation under this Agreement or any negligent act or omission of Contractor, its employees, agents or subcontractors in the performance of this Agreement.

ARTICLE 12: GENERAL PROVISIONS

12.1 This Agreement shall be construed, enforced and governed, in all respects, in accordance with the laws and the statutes of the State of Illinois.

12.2 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12.3 No alterations to or modifications of the terms or the provisions of this Agreement shall be effective unless such alteration or such modification is reduced to writing, and is then properly executed by the parties hereto.

12.4 Any notice required by the terms of this Agreement shall be given in writing whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Contractor:

Area Disposal Service, Inc.
P.O. Box 9071
Peoria, Illinois 61612-9071
Attention: Royal J. Coulter

Village:

Village of Rantoul
333 S. Tanner Street
Rantoul, IL 61866
Attention: Village Administrator

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

12.5 Time is of the essence of this Agreement.

12.6 This Agreement supersedes any prior contract or arrangement between the parties hereto, and represents the complete agreement of the parties hereto.

ARTICLE 13: PUBLIC AWARENESS

13.1 Contractor shall assist the Village with notifying the residents of their collection days and changes in service schedules due to holidays throughout the duration of this Agreement.

13.2 Contractor shall continue to pick up garbage throughout the Village on the same day(s) of the week as set forth in Exhibit C during the term of this Agreement (the "Schedule"). The Schedule shall not be changed without the consent of the Village, which shall not be unreasonably denied, or without giving a minimum of sixty (60) days

written notice to the Village. Contractor shall also publish the pending schedule change at least three (3) times in a newspaper of general circulation in the Village.

13.3 Contractor shall create, supply and maintain throughout the term of this Agreement an informational brochure for distribution to new residents and residents upon request. The brochure should inform residents of the aspects included in the Residential Waste and Recyclable Materials collection service provided in the Village. Contractor and Village shall mutually agree upon the contents of the informational brochure. Contractor shall provide informational brochures for annual disbursement to all customers within the Village and 100 copies for distribution at Village Hall. Contractor shall also provide the informational brochure in a digital format to be posted on the Village's and Contractor's websites.

13.4 Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its termination in accordance with Section 4.4. Contractor shall not be excused for failure to comply with the Village-approved Schedule by reason of any street or other construction work performed by the Village or its contractors. The Village reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing Contractor from traveling its accustomed route or routes for collection. Contractor shall continue to collect the Residential Waste and Recyclable Material by a reasonably acceptable method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to Village residents.

13.5 If at any time during the course of this Agreement Contractor shall collect Residential Waste from any zone of the Village on a day other than the scheduled day (except in case of the holidays specified above), Contractor shall notify the Village that Contractor is in "Default" under this Agreement. If a similar violation should occur once more within the three (3) week period following the week of the original Default it shall be considered a material breach of this Agreement and grounds for its termination in accordance with Section 4.4.

ARTICLE 14: REPORTING AND CUSTOMER SERVICE

14.1 Contractor shall provide the Village with the following monthly reports:

- 1) Complaints: A report of all resident complaints, the dates and times of such complaints, and the corrective action taken by Contractor with respect to each complaint. Contractor shall notify the Inspection Department of the Village of any residents improper use of the 95-gallon carts.
- 2) Refuse: A report on the status of the refuse collection program, including an account of the volume of refuse collected each month and the disposition of same.

- 3) Recycling: A report on the status of the curbside recycling program, including an account of weekly and monthly participation rates, the volume of Recyclable Materials collected and deposited at any and all material processing facilities, revenues collected from the material processing facilities, and summaries of any problems encountered with program implementation.

14.2 Contractor shall maintain an office equipped with sufficient telephones and personnel to provide prompt, courteous and efficient service for Rantoul residents wishing to request service, or to file complaints by telephone or in person, Monday through Friday (except holidays) from 8:00 a.m. until 5:00 p.m. Every complaint shall be given prompt, courteous attention. In the case of alleged missed collections, Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received.

14.3 Contractor shall provide a point of contact to the Village to handle any issues relative to this Agreement as well as any complaints received by the Village regarding the services provided by Contractor. Contractor shall also provide contact information for after-hours emergencies.

ARTICLE 15: PROTECTION OF PROPERTY

Contractor shall take all necessary precautions for the protection of public and/or private property. Contractor shall be responsible for damages on or to public or private property resulting from negligent operation of vehicles or handling of any receptacle. All property which suffers damage (reasonable wear-and-tear excepted) caused by Contractor, including, but not limited to sod, landscaping and mailboxes, shall be repaired or replaced as soon as possible to equivalent quality as of the time of the damage, and at no extra charge to the property owner. If Contractor fails to do so within a reasonable period of time, the Village may, after the expiration of a period of forty-eight (48) hours after giving Contractor notice in writing, proceed to repair or replace such property as may be deemed necessary at Contractor's expense. Contractor agrees to reimburse the Village for any such repairs or replacement costs within ten (10) days of receipt of invoice submitted by the Village to Contractor.

EXHIBIT B

RECYCLABLE MATERIALS

- Aluminum, Steel and Tin Cans
- Plastic containers #1 – 7 with exception of #6
- Newspaper including inserts
- Cardboard (no waxed cardboard)
- Kraft (brown paper) Bags
- Magazines, Catalogs and Telephone Books
- Office, Computer, Notebook paper
- Chipboard (cereal, cake & food boxes)
- Carrier Stock (soda & beer can carrying cases)
- Junk Mail & Envelopes (no plastic cards, stick on labels or unused stamps)
- Paperback Books (no hard cover books)
- Glass – beverage bottles, food jars

EXHIBIT C

- 1) Village Hall, 333 S Tanner Street- Current Sized Commercial toter, 3 x 95-gallon recycling toters
- 2) Village Police Station, 103 East Grove-1 x 95-gallon toter, 2 x 95-gallon recycle toters.
- 3) Rantoul Forum Fitness Center, 100 E. Flessner Avenue. 1 x 95-gallon toter & recycling toter
- 4) Rantoul Aquatic Center, 320 W. Flessner Avenue-2 95-gallon toters, 2 x 95-gallon recycling toters (May-September Only).
- 5) Rantoul Power Plant/Public Works Office-200 West Grove Avenue. 1x95-gallon recycling toter
- 6) Rantoul Public Works Warehouse-619 Cook Street 1 X 95-gallon recycling toter
- 7) Rantoul Business Center-601 S. Century, 2 x 95-gallon toters, 2 x 95-gallon recycling toters

**FIRST AMENDMENT
TO WASTE COLLECTION AGREEMENT**

THIS FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT, (this “**First Amendment**”) is made as of the 1st day of August, 2015, but actually executed by each of the parties on the dates set forth below, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation (the “**Village**”), and the Area Disposal Service, Inc., an Illinois corporation (the “**Contractor**”), with respect to that certain Waste Collection Agreement dated as of August 1, 2015 (the “**Agreement**”), by and between the Village and the Contractor. Except as otherwise specifically defined elsewhere herein, all capitalized words, terms and phrases as used in this First Amendment shall have the same meanings as respectively ascribed to them in the Agreement.

RECITALS:

The Village and Contractor each acknowledge that a material mistake of fact was made with respect to the number of Single-Family Dwellings to be serviced by the Contractor and paid for by the Village under the Agreement and that the parties now wish to supplement and amend the Agreement by this First Amendment in order to revise the undertakings and agreements of the parties to account for such material mistake of fact.

NOW, THEREFORE, in consideration of the undertakings and agreements by the Village and the Contractor as parties to the Agreement, including those as contained in this First Amendment to the Agreement, the Village and the Contractor do mutually covenant and agree to supplement and amend the Agreement to provide as follows:

Section 1. Number of Single-Family Dwellings. In Section 3.2 of the Agreement, the Village represented that the number of Single-Family Dwellings was 3,422, but the actual number has now been determined to be 3,148, as adjusted. The parties mutually acknowledge and agree that the Contractor’s total compensation under the Agreement was predicated on the expected number of Single-Family Dwellings.

Section 2. Adjustments to Certain Obligations. In consideration of the reduced number of Single-Family Dwellings as set forth in Section 1 above, the following adjustments to the Agreement are hereby made:

- a. The annual franchise fee in an amount equal to 5% of the Contractor’s gross revenues for all services billed as provided in Section 3.4 of the Agreement shall be suspended until the number of Single-Family Dwellings equals or exceeds 3,422, at which time such annual franchise fee shall resume for the prorated one-year period (August 1-July 31) beginning with the month in which the Village is first billed for such 3,422 or more Single-Family Dwellings. In lieu of such annual franchise fee during the period of such suspension, the Contractor shall pay the Village an annual fee in an amount equal to \$3,000 per year during any one-year period or prorated part thereof that such annual franchise fee remains suspended.

- b. The twice per year community-wide cleanups to be provided by the Contractor under Section 2.12 of the Agreement are hereby deleted and in lieu thereof, the Contractor shall provide a single, centralized cleanup event at least once per year.
- c. Under Section 2.2 of the Agreement, which provides that the Contractor shall make all pickups at the curbside unless other arrangements are made by the Village or the resident prior to the pickup day, there are 35 residents signed up for pickups at designated locations on the property of such residents. The Contractor agrees to provide such service (not including recycling) to such 35 residents but if any other resident requests such additional disposal service, the Contractor shall have the right under Section 2.18 of the Agreement to provide such additional disposal service at a cost to the resident above the monthly base fee.
- d. There exists a Lease Agreement dated as of November 1, 2001 (the "Lease") between the Village, as Lessor, and the Contractor, (f/k/a C & S Waste Services, Inc.) as Lessee, for the premises commonly known as 1540 Titan Drive, Rantoul, Illinois, under which the Contractor has agreed to pay rent in the amount of \$1,170 per month. The Village also agrees to enter into an appropriate amendment to the Lease in which the Village shall suspend such monthly payments of rent until such time as the number of Single-Family Dwellings equals or exceeds 3,422.

Section 3. Ratification of Agreement. Except as expressly supplemented and amended as provided in Sections 1 and 2 of this First Amendment above, all other provisions of the Agreement are hereby ratified, confirmed and approved by both the Village and the Contractor.

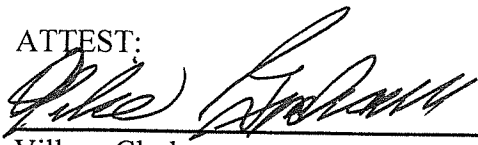
IN WITNESS WHEREOF, each of the parties hereto have executed or caused this First Amendment to be executed by proper officers duly authorized to execute the same as of the dates set forth below.

VILLAGE:

THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

By: 
Village President

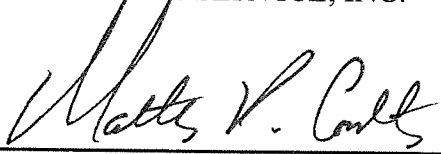
ATTEST:


Village Clerk

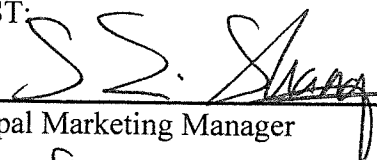
Date: 8-20-2015
115-1157

CONTRACTOR:

AREA DISPOSAL SERVICE, INC.

By: 
Vice President

ATTEST:


Municipal Marketing Manager

Date: 8-20-15

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment To Lease Agreement (the "Agreement") is made and effective as of August 1, 2015, between The Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation ("Village") and Area Disposal Service, Inc. (f/k/a C&S Waste Services, Inc.), an Illinois corporation ("ADS").

WHEREAS, Village and ADS are parties to that certain Lease Agreement dated November 1, 2001 (the "Lease Agreement");

WHEREAS, Village and ADS wish to amend the Lease Agreement to effectuate certain changes and revisions thereof;

THEREFORE, Village and ADS agree as follows:

1. ~~A new Section 4.G. is added to the Lease Agreement:~~

4.G. Suspension of Rent. Effective August 1, 2015, the Rent payable under the Lease is suspended until the number of Single-Family Dwellings equals or exceeds 3,422. As used herein, Single-Family Dwellings has the same definition as set forth in Section 10.11 of the Waste Collection Agreement dated August 1, 2015, between the Village and ADS, as amended by the First Amendment to Waste Collection Agreement dated August 1, 2015.

2. Except as hereinabove set forth, the Lease Agreement shall remain unmodified and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the date first written above.

THE VILLAGE OF RANTOUL,
CHAMPAIGN COUNTY, ILLINOIS

AREA DISPOSAL SERVICE, INC.

By: Charles Smith

Village President

By: Matthew J. Gault

Vice-President

ATTEST: [Signature]

Village Clerk

ATTEST: [Signature]

Date: 9/2/2015

115-1159

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Approve Microloan Application for Schitts and Giggles	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT: \$96,900.00
ATTACHMENTS: 1. Schitts and Giggles Microloan Application 062922	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Roxanne Street, owner of Schitts and Giggles Boutique, is requesting a \$96,900.00 Microloan for the purpose of renovating the property at 107 North Kentucky, adding additional equipment, and remodeling the interior for the purpose of adding a café to their current offerings. According to their application, "Café Schitte will create a space unlike any other in Rantoul. A coffee shop with baked goods in the morning that transitions into an afternoon hangout with healthy charcutier menu options and wine to pair if desired."	
RECOMMENDED ACTION: Approve Microloan Application totaling \$96,900 for Cafe Schitte.	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer



Scott Eisenhauer
Village Administrator

333 S. Tanner Street
Rantoul, IL 61866

Phone 217.892.6801

To: Board of Trustees
Fr: Scott Eisenhauer
Re: Schitts and Giggles Boutique
Dt: 29 June 2022

Borrower: Schitts and Giggles Boutique
Loan Amount: \$96,900.00
Term: 8 years
Rate: 2%
Monthly Payment: \$1094
Collateral: property at 107 North Kentucky in Rantoul, equipment
Jobs Retained/Created: 5 positions

Roxanne Street, owner of Schitts and Giggles Boutique, is requesting a \$96,900 Microloan for the purpose of renovating the property at 107 North Kentucky, adding additional equipment, and remodeling the interior for the purpose of adding a café to their current offerings. According to their application, "Café Schitte will create a space unlike any other in Rantoul. A coffee shop with baked goods in the morning that transitions into an afternoon hangout with healthy charcutier menu options and wine to pair if desired."

Cash Flow: According to the financial forecast, the additional offerings should provide revenue close to \$300,000 per year, with expenses well below that benchmark. This revenue projection is in addition to the net revenue already being experienced by Schitts and Giggles. The projected staff, in place over a two-year period, would include the Café Manager, social media and marketing, three baristas, and a wine expert.

Collateral: While this property has not been appraised recently, it is considered to have a fair market value greater than the requested amount. A list of equipment has also been provided for collateral totaling \$34,900.

Other: The loan fits the preferred criteria of a minority/woman-owned business, as well as serving as an anchor downtown Rantoul business. Utility payments are up to date, and the applicant does not owe the Village any debt. The Microloan Committee recommended this application for approval with the loan to be signed by both the owner of the business and the owner of the building.

Program Application

Applicant Information

Roxanne Street Schitts & Giggles Gift Boutique
Name Business Tax ID # or SSN
107 N Kentucky Ave. Rantoul IL 61866
Street Address City State Zip
217-893-1988 Shpschittsandgiggles@gmail.com
Phone Number Email

Business Location (if different)

Type and History of Business-

Amount of Loan Requested & Intended Use

✓ 96,900 building renovations, new equipment for cafe, decor & furnishings.

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

Chris Warner

Janet Warner

Number of Jobs Created or Retained 5

Description of Collateral

✓ 107 N. Kentucky Ave. Rantoul, IL
Equipment purchased.

Other Committed Funding Sources

Business References, including phone numbers

Shelley Craft
Scott Mandon
Paula Hopkins

Eric Thompson
Mike Comet

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

Cafe SUIHE will create a space unlike any other in Rantoul. -
A coffee shop with baked goods in the morning that transitions
into an afternoon hangout with healthy charcuterie menu
options & wine to pair if desired. A place to work remotely or
study for highschoolers and college students. A very chill
environment that will encourage connection, relaxation & joy

Applicant Disclosure Statement

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

Roxanne Street

Applicant (please print name)

6-2-2022

Date

[Signature]

Applicant Signature

Owner Disclosure Statement

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

I Janet Warner (Owner) certify that I, as owner of the property, at
Roxanne Street (Applicant) give
authority to implement the described improvements at the property. I further acknowledge that the
Village of Rantoul assumes no liability in the event of any dispute between the Owner and Applicant
concerning any building improvement work undertaken by the Applicant.

Janet Warner

Owner (please print name)

6-2-2022

Date

[Signature]

Owner Signature

10111 Kentucky Ave Rantoul, IL 61866

Property Address



Business Plan: Café Schitté

Executive Summary

The goal behind opening the store was to cultivate a shopping experience that people are willing to travel and pay for and offer the locals an alternative to traveling to Champaign. With a name like Schitts & Giggles, people come in just to see what the fuss is all about. One of the things we noticed was that people were not only looking for a unique shopping experience but also a place to hang out and recharge. Since opening the store in July of 2020 we have already expanded and created the Schitts & Giggles "Destination Station" in the former Train Depot. The idea behind purchasing the building was to expand the concept and welcome Café Schitté, the coffee and wine bar.

Opportunity

Problem

While we have growing options in town for places to eat, drink and be merry, they all have a similar vibe and environment. If you've been lucky enough to venture outside of Rantoul, to Chicago, campus, or even just surrounding communities, you will notice that the little cafes, with healthy food options and a more "study and work focused" environment are significantly growing in popularity. When exploring this idea, I noticed the excitement from my customers and the general public when they heard "coffee and wine bar". "Finally, somewhere I can meet with clients." "We desperately need somewhere so I don't have to work out of my car!" I can't tell you how many times a week I am asked "when is the cafe opening?" Clearly, **there is a lane there that hasn't been paved but has plenty of traffic waiting to travel down it.**

Solution

Welcome Café Schitté to pave the way!

We provide more than a place to eat; we provide an eating experience.

From the minute you walk into Schitts & Giggles, you should feel the weight of the world lift off your shoulders. We will continue this feeling into the cafe. In addition to offering a place to "hang out", Café Schitté will also offer laptop charging stations and a "speakeasy" vibe for studying, working remotely or meeting with friends and clients during the day and a cozy



"come put the weight of the world down for a bit over a glass a wine" vibe in the evening. With an elevated level and outdoor seating, we will have a space to allow for live entertainment including but never limited to acoustic music, poetry, comedians etc.

With a menu and environment intentionally planned and implemented to take us out of 'small town America' and into a hip, healthy and happening spot in a groovy, retro glam *downtown destination*.

An *am* menu and *pm* menu will accommodate visitors with selections including scones, cronuts, and muffins in the morning to jar-cueterie and charcuterie board options in the afternoon and evening. Drinks will mimic the trend and offer coffee, tea and juice specialties in the morning and wine, beer and signature drinks in the evening. Both alcoholic and non-alcoholic options will be available. An occasional mimosa brunch and bloody mary bar may pop in on Sundays.

Market

Locals, entrepreneurs, professionals, moms, students, out of towners. Anyone looking for a quick, healthy, bite to eat or cup of coffee or tea while they study, work remotely, stop by on their lunch break or just want to relax. Anyone wanting a place to have a coffee and sit and read a book, or just listen to the music playing. An all inclusive feel that welcomes everyone from white collar professionals to studious teenagers and college students. A great start for friends who want to grab a glass of wine and visit before heading to dinner. Anyone who eats, drinks and is merry!

Competition

Direct Competition:

- 112 Hoopeston, Illinois
- Whisk, Mahomet, Illinois

Indirect Competition:

- Café Benne Urbana, Illinois
- Café Paradiso Urbana, Illinois



Expectations

Forecast

- Start-up costs total around \$100K which includes all remodeling, building updates, furnishings, and beginning cafe inventory.
- On average, small town coffee and wine bars bring in 1K-2K daily in revenue, so if we margin on the low end that's 6K/week, \$24K/month, close to \$300K annually.
- I will need to hire no less than 1 part-time person, with hopes of having a staff of at least 5 within 2 years.
- The projected Cafe Schitte' staff
 - Cafe Manager
 - Social Media & Marketing Manager
 - 3 Baristas
 - Wine expert

Revenue sources and repayment plan:

Currently Schitts & Giggles averages 10K-12K per month in revenue.

Repayment breakdown of expenses and profit:

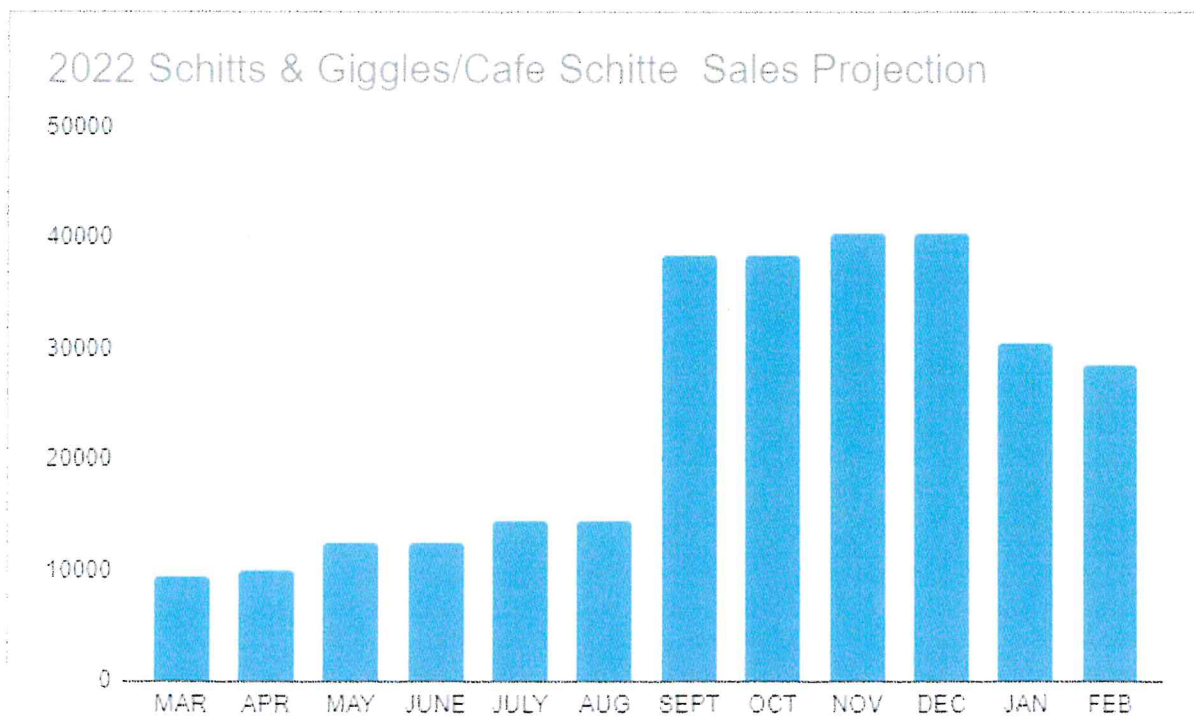
Current revenue for Schitts & Giggles:

Monthly sales:	10000.00
Expenses:	7550.00
~Inventory	4250.00
~Utilities	1000.00
~marketing/advertising	300.00
~credit card payments	2000.00



Projected revenue adding Café Schitté: (next 12 months)

Monthly sales:	36500.00
Expenses:	12250.00
~Inventory	9000.00
-Schitts- 4250. (42.5% sales))	
-Café Schitté- 7200.(30% sales)	
~Utilities	1750.00
~Debt (loan repayment)	1500.00





TOTAL FUNDING REQUESTED: \$113,500

✓ **Uses of funds:**

Building construction/reno

- Electrical: \$9K
 - HVAC- \$17k
 - bathroom plumbing \$12k
 - kitchen construction-\$5K
 - overhead door \$5K (facade)
 - outdoor seating/deck \$6K (facade)
 - awning over door \$3K (facade)
 - flooring \$1k
 - replace north windows 4k
-
- \$62,000.00**

✓ ***Cafe restaurant equipment & start-up inventory***

- espresso machine 3000.
- espresso grinder 500.
- coffee brewer 500.
- coffee grinder 500.
- blender 200.
- 3 bay sink 300.
- under counter hand washing sink 200.
- back house refrigeration 2400.
- back bar cooler 2500.
- Deli/bakery display cases (2) 150 ea.
- refrigerated display case 2000.
- ice maker 1500.
- bubble tea equip and ingredients 2500K
- counter 1000.
- signage 3000



- dishes/jars/serving utensils etc. 1000.
- POS (IPAD & STAND) 1000.
- starting inventory coffee/wine/baked goods 6500.
- disposable coffee cups/ to-go 750.

\$29650.00



Furnishings:

- bench in cafe' 500.
- swing chairs 500.
- seating and tables 3500.
- decor for station 750.

\$ 5250.00

TOTAL AMOUNT REQUESTED: 96,900.00

Please keep in mind when looking at these numbers:

According to the *U.S. Bureau of Labor Statistics*, only 80% of small businesses will survive their first year. Schitts & Giggles has not only survived, it moved to a new location and expanded, tripling the store in size. AND we opened in the middle of a *global pandemic*.

The awareness of the store and growth of the Schitts & Giggles following continues weekly, as does the anticipation and excitement around Cafe' Schitte', "the Schitty way to start your day!"

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Approve the Vacant Lot Purchasing Program Amendment to Include Properties of 1308 Sunset Drive, 1620 Lowry Drive, and 1521 Eater Drive	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT: Not Applicable
ATTACHMENTS: 1. Vacant Lot Program Amendment 070122 2. 1308 Sunset Drive 3. 1620 Lowry Drive 4. 1521 Eater Drive	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: Following the passage of the original resolution (2-19-1277) offering a Vacant Lot Purchasing Program, from time to time additional lots are added to the list available through this program. This amendment would add the properties of 1308 Sunset Drive, 1620 Lowry Drive, and 1521 Eater Drive.	
RECOMMENDED ACTION: Approve additional properties to be included in the Vacant Lot Purchasing Program	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer



Scott Eisenhauer
Village Administrator

333 S. Tanner Street
Rantoul, IL 61866
Phone 217.892.6801

To: Mayor and Board of Trustees
Fr: Scott Eisenhauer
Re: Vacant Lot Purchasing Program

On 12 February 2019, the Village of Rantoul Board of Trustees voted to approve Resolution Number 2-19-1277, a RESOLUTION OFFERING A VACANT LOT PURCHASING PROGRAM. At the time of its passage, six lots were included as part of an appendix to sell those lots through the program's process.

This month, there are three additional properties we would like to sell under this same VACANT LOT PURCHASING PROGRAM process. The Board of Trustees are asked to also allow for the sale of:

1308 Sunset
1620 Lowry
1521 Eater

With your approval, these properties will be marketed for sale using the parameters of the program. Thank you for your consideration.

Village of Rantoul 1308 Sunset

Map Created: 6/7/2022

Legend

 TaxParcelsAssessed

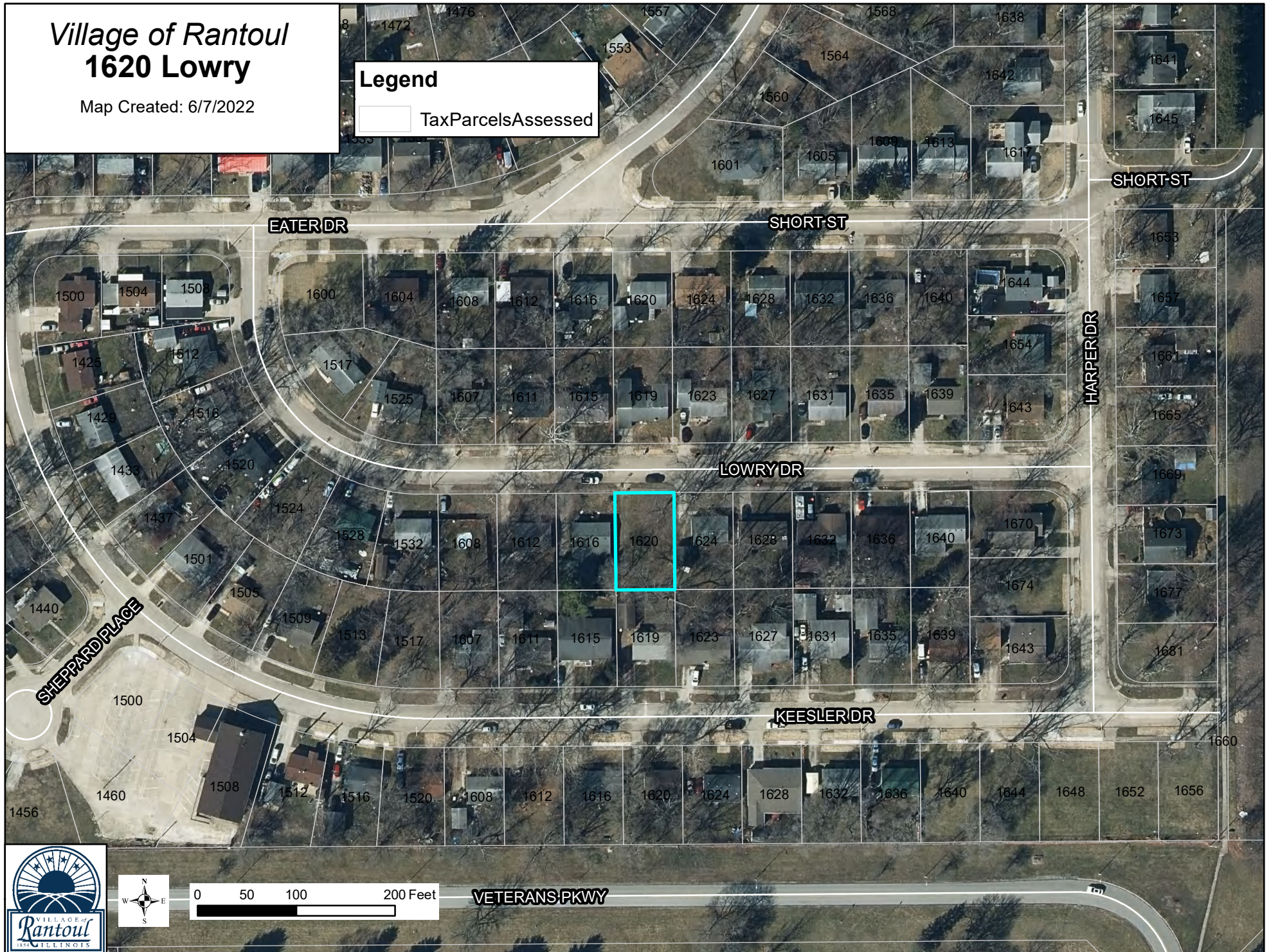


Village of Rantoul 1620 Lowry

Map Created: 6/7/2022

Legend

 TaxParcelsAssessed



Village of Rantoul 1521 Eater

Map Created: 6/27/2022

Legend

 TaxParcelsAssessed



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 21, for the purpose of discussion of minutes of meetings lawfully closed under the Open Meetings Act, whether for the purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS: 1. 07-22-1361 Resolution for Release of Closed Minutes 2. Closed Minutes Ledger 070522	ADMINISTRATIVE NOTES: In accordance with the Open Meetings Act, the Village conducts a review of closed session records of the Village board semi-annually each year to determine which records, if any, are appropriate for release. Any member of the Board who wishes to review Closed Session records in advance of the Study Session may do so by making an appointment with the Clerk's office.
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION: Formal action will be taken at the July 12, 2022 Board Meeting	
DEPARTMENT HEAD APPROVAL Janet Gray	VILLAGE ADMINISTRATOR Scott Eisenhauer

RESOLUTION NO. 07-22-1361

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

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

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

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

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

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

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

PASSED this 12th day of July, 2022

Village Clerk

APPROVED this 12th day of July, 2022

Village President

CLOSED MEETINGS
June 27, 2022

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

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

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

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	Oct. 5, 2017	Personnel	X	
	Oct. 10, 2017	Personnel	X	
	Oct. 19, 2017	Personnel	X	
	Nov. 7, 2017	Sale or Lease of Property	X	
	Dec. 5, 2017	Sale or Lease of Property	X	
	Dec. 12, 2017	Sale or Lease of Property	X	
	Jan. 9, 2018	Sale or Lease of Property	X	
	Feb. 3, 2018	Review Closed Session Minutes	X	
	Feb.13, 2018	Board Self-evaluation	X	
	March 6, 2018	Sale or Lease of Property	X	
	March 27, 2018	Real Estate & Personnel	X	
	April 23, 2018	Board Self-evaluation	X	
	May 1, 2018	Real Estate	X	
	May 1, 2018	Litigation	X	
	May 1, 2018	Personnel	X	
	Aug. 1, 2018	Review Closed Session Minutes	X	
	Aug. 28, 2018	Personnel	X	
	Sept. 4, 2018	Sale of Property	X	
	Sept. 4, 2018	Personnel - Administrator	X	
	Sept. 11, 2018	Board Self-evaluation	X	
	Sept. 11, 2018	Personnel - Administrator	X	
	Oct. 2, 2018	Sale of Property	X	
	Oct. 2, 2018	Personnel - Administrator	X	
	Dec. 4, 2018	Sale of Property	X	
	Dec. 4, 2018	Legal Counsel	X	
	March 5, 2019	Sale or lease of property	X	
	March 5, 2019	Purchase or lease of property	X	
	April 2, 2019	FPO Negotiations	X	
	April 2, 2019	Purchase or lease of property	X	
	April 2, 2019	Sale or lease of property	X	
	April 2, 2019	Sale or lease of property	X	
	May 7, 2019	FOP Negotiations	X	
	May 7, 2019	Sale or lease of property	X	
	June 4, 2019	Sale or lease of property	X	
	July 9, 2019	Review of closed minutes	X	
	Aug. 13, 2019	Sale or lease of property	X	
	Aug. 13, 2019	FOP Negotiations	X	
	Dec. 3, 2019	Sale or lease of property	X	
	Dec. 10, 2019	Sale or lease of property	X	
	Jan. 7, 2020	Review of closed minutes	X	
	June 9, 2020	Personnel	X	

<u>Tape #</u>	<u>Date</u>	<u>Subject</u>	<u>Confidentiality Still Exists</u>	<u>To Be Released</u>
	July 14, 2020	Review of closed minutes	X	
	Oct. 13, 2020	Personnel	X	
	Jan. 12, 2021	Personnel	X	
	Feb. 2, 2021	Sale or Lease of Property	X	
	Feb. 2, 2021	Personnel	X	
	Feb. 2, 2021	FOP Negotiations - Sgt.	X	
	Mach 2, 2021	Personnel	X	
	April 13, 2021	Personnel	X	
	June 1, 2021	Sale or Lease of Property	X	
	July 6, 2021	Review of Closed Minutes	X	
	Jan. 11, 2022	Review of Closed Minutes		
	April 23, 2022	Board Training		

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 1, to consider the employment, compensation, discipline, performance, or dismissal of an employee.	DEPARTMENT: Administration
DATE: July 5, 2022	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR