



Rantoul Village Board of Trustees
Regular Study Session
February 4, 2025
6:00 PM

Order of Business

1. Call to Order

2. Roll Call

3. Mayoral Proclamation

American Heart Month | Go Red for Women

4. Approval of Agenda

5. Public Participation

Citizens wishing to address the Village Board with respect to any item of business listed on the agenda, or any matter not appearing on the agenda, are asked to sign up on the 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 Trustees

7. Items from the Mayor

8. Items from the Clerk

All Minutes are draft versions until approved during 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 January 7, 2025 Board Study Session

(B) Minutes of the January 14, 2025 Board Meeting

9. Items from Human Resources

(A) Village Career Opportunities

10. Items from Comptroller

11. Items from Police Department

12. Items from Fire Department

13. Items from Community Planning & Development

(A) Downtown Streetscape Project Update

(B) Ordinance Authorizing and Approving an Agreement for the Sale of Real Estate (301 N Century Blvd)

14. Items from Parks & Recreation

15. Items from Public Works

16. Items from the Administrator

(A) Ordinance Amending Chapter 2 "Administration" of the Village Code Adding Article VI "Administrative Adjudication"



**Rantoul Village Board of Trustees
Regular Study Session
February 4, 2025
6:00 PM**

Order of Business

- (B) Resolution to Open an Additional Village Bank Account at Bank of Rantoul to Handle Workers' Compensation Claims

- 17. Items from Counsel**
- 18. Items for Closed Session**
- 19. Adjournment**

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

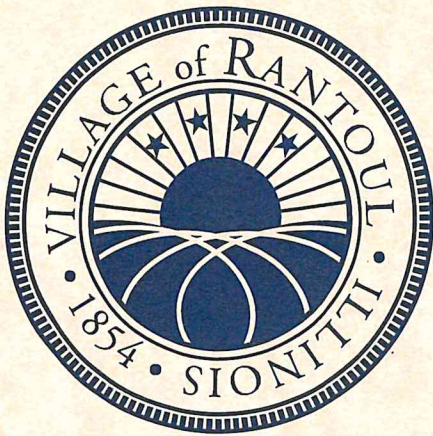
AGENDA ITEM

ITEM: Mayoral Proclamation	DEPARTMENT: Administration
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: American Heart Month Go Red for Women	DEPARTMENT: Administration
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS: 1. Mayoral Proclamation - Heart Month	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR



Proclamation

by the Mayor of
Rantoul, Illinois

To All to Whom these Presents Shall Come:

Whereas, by a joint Resolution of President Lyndon B. Johnson and Congress in 1964, the first American Heart Month took place to encourage Americans to focus on their hearts and to join with family, friends, and communities in the battle against heart disease.

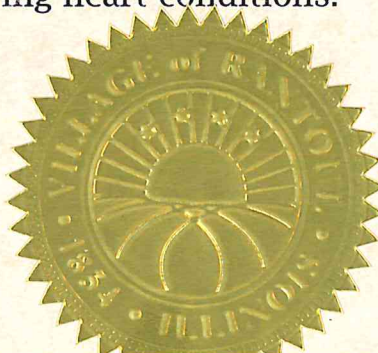
Whereas, heart disease is the number one killer of Americans, killing more individuals than all forms of cancer combined, and is the leading cause of death worldwide.

Whereas, ninety percent of women have one or more risk factors for developing heart disease or stroke; however, only a fraction are aware of this health risk.

Whereas, in 2004, the American Heart Association developed the Go Red for Women movement to harnesses the energy, passion, and power that women have to increase the awareness of heart health and serving as a catalyst for lifestyle changes.

Whereas, on Friday, February 7 the nation will come together, igniting a wave of red from coast to coast, as cardiovascular disease knows no borders. Through continued efforts together, we can reduce the chance of heart disease to ensure present and future generations live longer, healthier lives.

Now therefore, I, Charles Smith, Mayor of Rantoul, do hereby proclaim the month of February as Heart Month in the Village in recognition of the importance of the ongoing fight against heart disease. This month we pause to honor the memories of those lost to heart disease, and we celebrate the courage of countless loved ones who are living strong, full lives despite having heart conditions.



Given Under my hand and the
Corporate Seal of said Rantoul, Illinois
this 4th day of February 20 25

Charles Smith

Mayor and President of the Village Board of Trustees

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Public Participation	DEPARTMENT:
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Items from the Clerk	DEPARTMENT:
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Minutes of the January 7, 2025 Board Study Session	DEPARTMENT: Administration
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS: 1. January 7 Study Session Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR STUDY SESSION
JANUARY 7, 2025**

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

A Regular Study Session of the Board of Trustees of the Village of Rantoul was held at at 6:00 P.M. Mayor Smith called the proceeding to order.

Roll Call

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

Mayor Smith, Trustees Wilson, Robertson, Crider, Hall, Workman and Weathersby – 7

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Angela Schultz, Comptroller; Luke Humphrey, Parks and Recreation Director; Chris Milliken, Zoning and Planning; Tana Ward, Executive Assistant, Audio/Visual; David Wesner, Attorney and Janet Gray, Village Clerk.

Approval of Agenda

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

On a roll call vote:

 AYE: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

 NAYS: None – 0.

The motion carried 6-0.

Oath of New Firefighter

The Mayor administered the oath to Toby Brinkman, Rantoul's newest firefighter.

Public Participation

Mayor Smith opened the public comment portion of the meeting per the Open Meetings Act. No individuals registered prior to the meeting with the Village Clerk.

Items from Trustees

Trustee Weathersby stated that the Iron Worker's 340 is opening up their apprenticeship program. The salary scale is \$24.50-\$26.00 per hour.

Items from the Mayor

The Mayor announced a groundbreaking on January 9 at 3:00 pm at 700 Parkway for the Buzzard Organ facility.

Items from Clerk

- A. Minutes of December 3, 2024 Special Board Meeting – Public Hearing
- B. Minutes of December 3, 2024 Regular Study Session
- C. Minutes of December 10, 2024 Board Meeting

These minutes will go to the Board for approval.

Items from Human Resources

- A. Village Career opportunities were listed in the Board Packet.

Items from Comptroller

No items to report.

Items from Police Department

No items to report.

Items from Fire Department

No items to report.

Items from Community Planning and Development

- A. The department requested the approval of an Ordinance Amending Chapter 10 of the Village Code to add Article XIX, which creates Demolition Requirements for the Demolition of Buildings. There are currently no adopted requirements in place with demolition requirements. The proposed requirements contain safeguards to ensure that all demolitions are completed safely and satisfactorily.
- B. The department requested the approval of an Ordinance Authorizing the Conveyance of Certain Surplus Real Estate owned by the Village (1108 Fairlawn Drive). This lot was acquired by the Village from the Champaign County Housing Authority. There has been no interest in this property and staff recommends donating this lot to Habitat for Humanity.
- C. The department requested the approval of an Ordinance Approving Rezoning Petition ZP24-2, and Amending the Official Zoning Map for 626 West Champaign Avenue. Gordon Family Farms is requesting that the property be rezoned from R-1 Single Family Residential to C-2 General Commercial to allow for marketing of the property for future commercial development. The Planning Commission recommended approval of this request as it would be consistent with the Village's adopted Future Land Use Map.
- D. The department requested the approval of an Ordinance Approving Rezoning Petition ZP25-1 Amending the Official Zoning Map for 701 West Chandler Road from AG Agriculture to I-2 General Industrial to allow for the expansion of the neighboring construction contractor facility and material storage yard at that location. This rezoning would facilitate the sale of the property by the Village to a new owner, as previously discussed and approved by the Board. The Planning Commission recommended approval of this request.

These items will go to the Board for approval.

Items from the Parks and Recreation

- A. The department requested the approval of a Landscape Installation and Maintenance Contract with Deem Landscaping, Inc. in the amount of \$38,916.00. This would be a one-year contract extension with Deem Landscaping for the 2025 season. Deem Landscaping has provided quality service to the Village since 2019. This will be included in the FY 26 Budget.

This item will go to the Board for approval.

Items from Public Works

No items to report.

Items from Administrator

- A. The Administration requested a Resolution Authorizing an Agreement Between the Village and Carle Arrow Ambulance for Provision of EMS Service. This would be a 4-year agreement with one unit located in the Village at no cost. Other options may be considered at a later time. The agreement would begin no later than July 1, 2025. Jason Hayes, Director of Carle Arrow Ambulance addressed the Board's questions.

This item will go to the Board for approval.

Items from Counsel

No items to Report.

Closed Session

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

YEAS: Robertson, Crider, Hall, Workman, Weathersby and Wilson – 6.

NAYS: None - 0.

Motion carried 6-0.

The Board entered into Closed session at 6:30 pm.

The Board returned to Open session at 6:50 pm.

Meeting Adjourned

The Mayor adjourned the meeting at 6:50 pm.

Respectfully submitted,

Janet E. Gray, MMC
Village Clerk

Approved

Charles Smith
Village President

ATTEST:

Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Study Session of the Board of Trustees held January 7, 2025 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 January 14, 2025 Board Meeting	DEPARTMENT: Administration
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS: 1. January 14 Board Meeting Minutes - draft	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**RANTOUL VILLAGE BOARD OF TRUSTEES
REGULAR BOARD MEETING
JANUARY 14, 2025**

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

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

Invocation & Pledge of Allegiance

Trustee Wilson opened the meeting in prayer. Following the invocation, Trustee Hall led the audience in recitation of the Pledge of Allegiance.

Roll Call

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

Mayor Smith, Trustees Wilson, Robertson, Crider, Hall, Workman and Weathersby – 7.

The following representatives of Village departments were also present:

Scott Eisenhauer, Administrator; Tony Brown, Police Chief; Chad Smith, Fire Chief; Angela Schultz, Comptroller; Andy Graham, Assistant Recreation & Parks Director; Tana Ward, Executive Assistant, Audio/Visual; David Wesner, Attorney and Janet Gray, Village Clerk.

Approval of Agenda

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

Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

Public Participation

Pastor Jonathan Jackson invited the Board and the public to attend the Martin Luther King celebration on Sunday, January 19 at the Jr. High School.

A. Consent Agenda

Approval of Consent Agenda Items by Omnibus Vote

- A. Bills and Monthly Financial Reports
- B. Minutes of Special Board Meeting / Public Hearing December 3, 2024
- C. Minutes of Regular Study Session December 3, 2024.
- D. Minutes of Regular Board Meeting December 10, 2024

- E. Resolution No. 1-25-1426 A RESOLUTION DETERMINING WHETHER THE NEED FOR CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED AS TO ALL OR PART OF THE MINUTES OF ALL CONFIDENTIAL CLOSED MINUTES.

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

YEAS: Robertson, Crider, Hall, Workman, Weathersby and Wilson – 6.

NAYS: None – 0.

The motion carried 6-0.

B. Consideration of Ordinances & Resolutions

Ordinance No. 2787

AN ORDINANCE AMENDING ARTICLE XIX OF CHAPTER 10 OF THE RANTOUL CODE “BUILDINGS AND BUILDING REGULATIONS” IN CONNECTION WITH DEMOLITION REQUIREMENTS

Trustee Crider moved to pass Resolution No. 2787. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Crider, Hall, Workman, Weathersby, Wilson and Robertson – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2788

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN SURPLUS REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (1108 Fairlawn Drive)

Trustee Robertson moved to pass Resolution No. 2788. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Robertson, Crider, Hall, Workman, Weathersby and Wilson – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No. 2789

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP (626 W. Champaign Ave.)

Trustee Robertson moved to pass Resolution No. 2789. Trustee Wilson seconded the motion. On a Roll Call vote:

YEAS: Robertson, Crider, Hall, Workman, Weathersby and Wilson – 6.

NAYS: None – 0.

The motion carried 6-0.

Ordinance No 2790.
AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
(701 W. Chandler Road)

Trustee Hall moved to pass Resolution No. 2790. Trustee Weathersby seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

Resolution No. 01-25-1425

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

Trustee Weathersby moved to pass Resolution No. 1-25-1425. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Weathersby, Wilson, Robertson, Crider, Hall and Workman - 6.

NAYS: None – 0.

The motion carried 6-0.

Resolution No. 1-25-1427

**A RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL
SERVICES AGREEMENT BETWEEN THE VILLAGE OF RANTOUL
AND ARROW AMBULANCE, LLC**

Trustee Wilson moved to pass Resolution No. 1-25-1427. Trustee Hall seconded the motion. On a Roll Call vote:

YEAS: Wilson, Robertson, Crider, Hall, Workman and Weathersby – 6.

NAYS: None – 0.

The motion carried 6-0.

C. Consideration of Bids, Contracts & Other Expenditures

No items to consider.

D. Other Business

No items to consider.

E. Public Announcements

- A. A Senior Luncheon will be held Thursday, January 16 at 11:30 am at the Rantoul Recreation Department. Call 217-893-5703 to RSVP.
- B. The Dr. Martin Luther King, Jr. Community-Wide Celebration is Sunday, January 19 at 2:00 pm in the JW Eater Gymnasium.
- C. Fire Chief Chad Smith said that January was Firefighter Cancer Awareness month. He thanked the Board for providing proper equipment protection for the members of the department.

F. Closed Session

Trustee Hall moved to enter into closed pursuant to 5 ILCS 120/2 (C) 11, to consider litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Trustee Crider seconded the motion. On a Roll Call vote:

YEAS: Hall, Workman, Weathersby, Wilson, Robertson and Crider – 6.

NAYS: None – 0.

The motion carried 6-0.

The Board entered into Closed session at 6:15 pm.

The Board returned to Open session at 6:48 pm.

G. Adjournment

There being no further business to come before the Board, Trustee Wilson moved to adjourn the meeting. Trustee Crider seconded the motion. On a voice vote, motion carried, all voting “aye”.

MEETING ADJOURNED AT 6:48 PM.

Janet E. Gray, MMC
Village Clerk

Approved

Charles Smith
Village President

ATTEST:

Janet E. Gray, MMC
Village Clerk

I, Janet E. Gray, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held January 14, 2024 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: Village Career Opportunities	DEPARTMENT: Administration
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS: 1. Now Hiring 2. Now Hiring - Lifeguards Needed 3. Now Hiring - Sports Complex	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

Now Hiring

- Chief of Operations - Wastewater
- Water Treatment Plant Operator
- Entry Level Police Officer
- Experienced Police Officer
- Firefighter
- Aquatic Positions
- Sports Complex Positions

Apply Online Today!

www.myrantoul.com/jobs





HAP PARKER FAMILY AQUATIC CENTER

NOW HIRING

- * Lifeguards
- * Pool Supervisors
- * Swim Lesson Instructors
- * Service Supervisor
- * Concession Workers
- * Front Gate Attendants
- * Swim Team Coaches
- * Group Fitness Instructors

INTERVIEWS START FEBRUARY 2025
LIFEGUARD CERTIFICATION CLASSES
START MAY 2025

APPLY NOW

WEBSITE:
WWW.MYRANTOUL.COM/JOBS



RANTOUL
Family Sports Complex

NOW

HIRING

SPORTS COMPLEX

- SITE SUPERVISORS
- COOKS
- CONCESSION WORKERS
- MAINTENANCE



APPLY ONLINE TODAY!

[HTTPS://MYRANTOUL.COM/JOBS.ASPX](https://myrantoul.com/jobs.aspx)



xxx

xxx

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Downtown Streetscape Project Update	DEPARTMENT: Administration
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance Authorizing and Approving an Agreement for the Sale of Real Estate (301 N Century Blvd)	DEPARTMENT: Community Planning & Development
DATE: February 4, 2025	AMOUNT:
ATTACHMENTS: 1. 02-25-2792 Ordinance - Approving the Sale of Real Estate (301 N Century Blvd) 2. 301 N Century Blvd - Agreement for Sale of Real Estate - Keep Roofing LLC	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: This agenda item provides for the sale of the Village-owned property at 301 N. Century Blvd. This property is currently a vacant lot, but there previously had been a commercial structure on the lot. The property was acquired, and the old structure was demolished by the Village back in 2017. The property totals approximately .35 acres in size. The property has been publicly listed for sale on the Village website for a long period of time. The sale of this property would continue redevelopment efforts within the Village while allowing for in-fill development, and allowing an existing business already based in the community to build and own their own facility. Further, the property would be back on the tax rolls, while also reducing the amount of property that is having to be maintained by Village staff and resources. This property falls under the Corporate fund and thus the proceeds of the sale would go into the Corporate fund.	
RECOMMENDED ACTION: Authorize the approval of the sale of 301 N Century Boulevard to Keep Roofing, LLC.DBA Imperial Contracting in the amount of \$7,500.00.	
DEPARTMENT HEAD APPROVAL Christopher Milliken	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE 2792

AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (301 N Century Boulevard)

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of a certain parcel of real estate commonly known as 301 N Century Boulevard, Rantoul, Illinois, which is described on Exhibit A attached to the Agreement described below (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village have determined that it is no longer necessary, appropriate or in the best interests of the Village that it retain title to the Real Estate, and that the Real Estate is not required for the use of, or profitable to, the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, desirable, and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate (the “**Agreement**”) by and between the Village, as Seller, and Keep Roofing, LLC DBA Imperial Contracting, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$7,500.00.

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

Section 1. That the Agreement, including the terms thereof as set forth in the form of such Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted, be and the same is hereby authorized and approved.

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

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Agreement, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary or required for the use of the Village, nor in the best interests of the Village to retain.

Section 4. That all actions of the officers, employees, and agents of the Village heretofore taken in connection with the Agreement, and such conveyance of the Real Estate are hereby ratified, confirmed, and approved.

Section 5. That from and after the effective date of this Ordinance, the proper officers, employees, and agents of the Village are hereby authorized, empowered, and directed to do all such acts and things, and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Agreement and this Ordinance in accordance with the respective terms, conditions, and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Agreement.

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

PASSED this 11th day of February, 2025.

Village Clerk

APPROVED this 11th day of February, 2025.

Village President

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

VILLAGE OF RANTOUL, ILLINOIS, AS SELLER

AND

**KEEP ROOFING, LLC, DBA IMPERIAL CONTRACTING,
AS BUYER**

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), by and between the Village of Rantoul, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and Keep Roofing, LLC DBA Imperial Contracting, an Illinois Limited Liability Company, as Buyer (“**Buyer**”). For the purposes of this Agreement, the term “**Parties**” is sometimes used to refer to and identify both Seller and Buyer collectively. This Agreement shall become effective upon the date of its actual execution by the last of the Parties hereto as set forth on the signature page hereof (the “**Effective Date**”).

RECITALS

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

ARTICLE I **SALE AND PURCHASE**

Section 1.1. Real Estate Description. Seller agrees to sell and Buyer agrees to purchase the real estate commonly known as 301 N Century Boulevard, Rantoul, Illinois, (the “**Real Estate**”), legally described in Exhibit A attached hereto and incorporated by reference herein, together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller seven thousand five hundred and 00/100 dollars (\$7,500.00) as the total price for the Premises. Such purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Condition of Premises. Buyer acknowledges having inspected the Premises and accepts the Premises in its “AS-IS”, “WHERE-IS” condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of Seller to make any alterations, repairs, replacements or other improvements.

Section 1.5. Possession and Closing. Seller shall deliver possession of the Premises to Buyer at the time of the closing of this transaction (the “**Closing**”) which shall occur within ninety (90) days of the Effective Date of this Agreement (the “**Closing Date**”), at the office of Seller, Buyer’s Lender or a title insurance company regularly doing business in Champaign County, Illinois.

ARTICLE II **TITLE MATTERS**

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

of providing title insurance shall be borne by Buyer.

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of record) which do not underlie any buildings; covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises.

(b) If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within 7 days of Buyer's receipt of the title commitment. Seller shall have 7 days to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by paying the amount due at or prior to the Closing. If Seller is unable to cure any such exception, then this Agreement may be terminated in the sole discretion of Buyer.

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

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

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

ARTICLE III
REPRESENTATIONS AND OTHER OBLIGATIONS

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

Section 3.2. Casualty and Condemnation. If, prior to the closing, all or any portion of the Premises is damaged by fire or other natural casualty (collectively "**Damage**"), or is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (collectively "**Condemnation**"), then Buyer may elect to terminate this Agreement by giving notice of such

termination to the Seller. If no such notice is given, Buyer shall take the Premises “AS-IS” and this agreement shall continue in accordance with its terms.

ARTICLE IV **DEFAULT**

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

Section 4.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the “Non-Defaulting Party”) may serve written notice of the Default upon the other party (the “Defaulting Party”), and if such Default is not corrected within thirty (30) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

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

Section 4.4. Costs or Expenses and Fees. If the Non-Defaulting Party prevails in any litigation to enforce any provision of this Agreement, the Defaulting Party shall pay all of the Non-Defaulting Party’s charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party’s obligations under this Agreement.

ARTICLE V **MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

- (i) In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Administrative Officer
Tel: (217) 892-6801

With a copy to:
David Wesner
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820
Tel: (217) 359-6494
dwesner@efbclaw.com

- (ii) In the case of Buyer, to:
Keep Roofing, LLC, DBA Imperial Contracting
C/O Angelica Maria Rodriguez Calderon
601 Galaxy Street
Rantoul, IL 61866
Tel: (217) 390-3663

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

Section 5.8. Assignment. Neither of the Parties shall sell, assign or otherwise transfer any

of their rights and obligations under this Agreement to any other party.

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

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

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

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

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be executed by their duly authorized officers on the dates set forth below.

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

**KEEP ROOFING, LLC, A ILLINOIS
LIMITED LIABILITY COMPANY, AS
BUYER**

By: Angelica Rodriguez
Owner

Date: 1/31/2025

ATTEST:

By: _____
Its Secretary

Date: _____

EXHIBIT A

Legal Description

Lot 13 and Lot 14 of Block 6 of the Original Town of Rantoul, as per Plat recorded in Deed Record "K" at Page 124, situated in Champaign County, Illinois.

PIN: 20-03-34-483-011

(commonly known as 301 N Century Boulevard, Rantoul, IL 61866)

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Ordinance Amending Chapter 2 "Administration" of the Village Code Adding Article VI "Administrative Adjudication"	DEPARTMENT: Administration
DATE: February 4, 2025	AMOUNT: N/A
ATTACHMENTS: 1. 02-25-2791 Ordinance - Amending Chapter 2 Adding Article VI - Administrative Adjudication	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: With emphasis by the Mayor and Administration to strengthen enforcement activities in the Community, and provide for more effective compliance, this proposal for Municipal Administrative Adjudication is presented. Currently, violations of Village Code are filed and pursued through the Sixth Judicial Circuit Court in Champaign. Under the State Statute, municipalities are permitted to establish an Administrative Adjudication system to file and pursue violations of local Ordinances to expedite the prosecution and correction of these violations. The proposed Administrative Adjudication system would allow the Village to address Ordinance violations in a more timely fashion, as well as allowing for payments of any penalties to be made directly to the Village. A Hearing Officer would conduct an administrative hearing for any alleged Village Code violation, except for traffic regulation offenses. Under the proposed Administrative Adjudication system, the Village would not be prevented from using other lawful methods to enforce the provisions of the Village Code.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Scott Eisenhauer	VILLAGE ADMINISTRATOR Scott Eisenhauer

ORDINANCE 2791

**AN ORDINANCE
AMENDING CHAPTER 2 OF THE RANTOUL CODE “ADMINISTRATION”
BY ADDING ARTICLE VI “ADMINISTRATIVE ADJUDICATION”**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 11th day of February, 2025, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE 2791

**AN ORDINANCE
AMENDING CHAPTER 2 OF THE RANTOUL CODE “ADMINISTRATION”
BY ADDING ARTICLE VI “ADMINISTRATIVE ADJUDICATION”**

WHEREAS, violations of Village Code are currently filed and pursued through the Sixth Judicial Circuit Court in Champaign; and,

WHEREAS, State Statute allows communities to establish an Administrative Adjudication system to file and pursue violations of local ordinances as administrative hearings; and,

WHEREAS, the Administrative Adjudication system allows a community to address Ordinance violations in a more timely fashion within an administrative setting, as well as allow for payments of any penalties to be made directly to the community; and,

WHEREAS, the Mayor and Village Board desire to establish an Administrative Adjudication system for pursuing violations of Village Ordinances.

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

Section 1. Adoption. That Chapter 2, entitled “Administration,” of the Rantoul Code, as supplemented and amended, be and the same is hereby supplemented and amended by adding Article VI, entitled “Administrative Adjudication” to provide as set forth in the title, headings, and text thereof as attached hereto and hereby incorporated herein by 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 repealed.

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 Trustees of the Village then holding office at a regular meeting on the date set forth below.

PASSED this 11th day of February, 2025.

Village Clerk

APPROVED this 11th day of February, 2025.

Village President

ARTICLE VI – Administrative Adjudication

Section. 2-601 Adoption of State Statutes

The Village hereby adopts ILCS Ch. 65, Act 5, §§ 1-2.1-1 et seq. and ILCS Ch. 65, Act 5, §§ 11-31.1-1 et seq. as they may be amended from time to time and as allowed by said divisions.

Section 2-602 Definitions

"VILLAGE CODE." The Code of Ordinances of the Village of Rantoul.

"VILLAGE OFFICIAL." All full-time police officers, as well as any other officer or employee of the Village authorized to enforce the Village Code.

"COMPLAINT." A formal written accusation against a person or entity (i.e., a ticket or notice of violation for a violation of the Village Code).

"DEFAULT." A failure to appear for a scheduled hearing or legal proceeding.

"HEARING OFFICER." An individual appointed by the Mayor, with the approval of the Village Board, whose powers and duties shall include:

- (1) Presiding at all administrative adjudication hearings called to determine whether or not a violation of the Village Code exists;
- (2) Issuing subpoenas directing witnesses to appear and give relevant testimony at administrative hearings, upon the request of the parties or their representatives;
- (3) Hearing testimony and accepting evidence relevant to the existence of a violation of the Village Code;
- (4) Preserving and authenticating the record of administrative adjudication hearings, and all exhibits and evidence introduced at such hearings;
- (5) Issuing determinations, based on the evidence presented at administrative adjudication hearings, of whether a Village Code violation exists. The determinations shall be in writing and shall include written findings of fact, decisions, and orders, including fines, penalties, or actions with which respondents must comply; and
- (6) Imposing penalties consistent with the applicable Village Code provisions and assessing costs upon finding a Respondent liable for a violation, except, however, that in no event shall the Hearing Officer have authority to (i) impose a penalty of incarceration or (ii) impose a fine in excess of \$50,000.00. The maximum monetary fine under this subsection shall be exclusive of the costs of enforcement, or the costs imposed to secure compliance with the applicable Village Codes, and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the Village.

Prior to conducting administrative adjudication proceedings, Hearing Officers shall have successfully completed a formal training program which includes the following:

- (1) Instruction on the rules of procedure of the administrative hearings which they will conduct;
- (2) Orientation to each subject area of Village Code violations which may be adjudicated;
- (3) Observation of administrative hearings;
- (4) Participation in hypothetical cases, including ruling on evidence, and issuing final orders.

In addition, every Hearing Officer must be an attorney licensed to practice law in the State of Illinois for at least three years.

"PETITIONER." The person or entity making a Village Code violation allegation initiating the administrative adjudication hearing process.

"PRIMA FACIE EVIDENCE." The bare minimum of evidence needed to bring a case before a Hearing Officer.

"PROPERTY OWNER." The legal or beneficial owner of real property.

"RESPONDENT." A person or entity who is accused of a violation.

Section 2-603 Code Hearing Department

- (A) There is hereby established a Village Code Hearing Department, the function of which is to expedite the prosecution, and correction of violations of the Village Code in the manner provided by this chapter. The Hearing Officer and such other agents or employees assigned to the Hearing Officer by the Mayor, shall constitute the Code Hearing Department.
- (B) The adoption of this chapter does not preclude the Village from using other lawful methods to enforce the provisions of the Village Code.

Section 2-604 Village Code Hearing Jurisdiction

An administrative adjudication proceeding under this chapter may be initiated for any alleged Village Code violation, except for an offense that is a traffic regulation governing the movement of vehicles, and except for any reportable offenses under Section 6-204 of the Illinois Vehicle Code.

Section 2-605 Village Code Hearing Procedure

The administrative adjudication of Ordinance violations, pursuant to this chapter, shall adhere to the following procedures:

- (A) Complaint.
 - (1) Upon finding an alleged Ordinance violation, a Village Official shall prepare and issue a complaint.
 - (2) The complaint shall contain, but not necessarily be limited to, the following information:
 - (a) The name and last known address of the Respondent(s);
 - (b) The date, time, and location at which the alleged violation was observed;
 - (c) A statement detailing the type and nature of the violation;
 - (d) The chapter and section of the Village Code alleged to have been violated;
 - (e) The signature and identification of the Village Official issuing the complaint, which signature shall act as a certification of the accuracy of all information contained within the complaint;
 - (f) The names of witnesses to the alleged violation;
 - (g) The date, time, and location of the Village Code Hearing at which the alleged violation shall be administratively adjudicated, which hearing date shall not be less than 30, nor more than 60, days after the date of the complaint in non-emergency situations. For purposes of this chapter, a non-emergency situation means any situation that does not reasonably constitute a threat to the public interests, safety, or welfare. In emergency situations, meaning those situations that reasonably constitute threats to the public interests, safety, or welfare, the hearing date shall not be less than three, nor more than thirty, days after the date of the complaint.
 - (3) The signed complaint shall constitute prima facie evidence of the violation, and shall create a rebuttable presumption of the existence of the violation.

- (B) Village Code Hearing Department procedures.
- (1) The original and a copy of the complaint shall be provided to the Village Code Hearing Department.
 - (2) Upon receiving the complaint, the Code Hearing Department shall assign a docket number to the complaint.
 - (3) The Code Hearing Department shall retain the complaint as part of the record of the administrative adjudication hearing.
- (C) Service of complaint.
- Respondents shall be served with complaints in a manner reasonably calculated to give them actual notice of the complaint, including, as appropriate:
- (1) Personal service upon the Respondent, or its employees or agents;
 - (2) Service by first class mail at the Respondent's last known address;
 - (3) Notice that is posted upon the property where the alleged violation is found when the Respondent is the owner or manager of the property; or
 - (4) Such other method as is reasonably calculated to provide the Respondent with actual notice of the administrative hearing proceedings.
- The complaint shall be served along with a summons commanding the Respondent to appear at the administrative adjudication hearing. The summons shall include the following information:
- (1) The type and nature of the code violation to be adjudicated;
 - (2) The date and location of the adjudicatory hearing;
 - (3) The legal authority and jurisdiction under which the hearing is to be held; and
 - (4) The penalties for failure to appear at the hearing.
- (D) Sufficiency of pleadings.
- (1) The complaint and summons shall be liberally construed with the view to doing substantial justice between parties.
 - (2) If any complaint is insufficient in substance or form, the Hearing Officer may order a fuller, or more particular statement. If the complaint does not sufficiently define the issues, the Hearing Officer may order another complaint prepared.
 - (3) No complaint is bad in substance which contains such information as reasonably informs the Respondent of the nature of the claim which he is called upon to meet.
 - (4) All defects in pleadings, either in form or substance, not objected to prior to the hearing are waived.
- (E) Conduct of administrative adjudication hearings.
- (1) At any hearing conducted pursuant to this chapter, the Respondent may be represented by counsel, present witnesses or other evidence on his or her own behalf, and cross-examine opposing witnesses.
 - (2) Any party to a hearing conducted pursuant to this chapter may request the hearing officer to issue subpoenas directing the attendance and testimony of relevant witnesses, and the production of relevant documents.
 - (3) All continued or adjourned hearings shall be re-scheduled with reasonable promptness commensurate with the nature and status of the proceeding.
 - (4) The formal and technical rules of evidence do not apply in any hearing under this chapter. Evidence, including hearsay, may be admitted if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
 - (5) No continuances shall be authorized by the Hearing Officer, except in cases where a continuance is absolutely necessary to protect the rights of the Respondent. Lack of preparation shall not be grounds for a continuance. Any continuance authorized by a Hearing Officer shall not exceed 30 days.

- (6) All administrative adjudication hearings conducted pursuant to this chapter shall be recorded.
 - (7) All alleged Ordinance violations adjudicated pursuant to this chapter shall be prosecuted by the Village Attorney, or his or her designee.
 - (8) The case for the Respondent may be presented by the Respondent, his or her attorney, or any other agent or representative.
 - (9) The burden of proof in all Ordinance violations adjudicated pursuant to this chapter shall be upon the Respondent to refute the prima facie case set forth in the complaint, and rebut the presumption of the existence of a violation. Such burden shall be by a preponderance of the evidence.
 - (10) Hearings shall regularly take place at the location indicated in the summons. Hearings shall occur on the date and time indicated in the summons.
- (F) Failure to appear.
- If, on the date set for hearing, the Respondent, or his or her attorney, fails to appear, the Hearing Officer may find the Respondent in default, and shall proceed with the hearing, and accept evidence relevant to the existence of a Village Code violation.

Section 2-606

- (A) At the conclusion of an administrative adjudication hearing, the Hearing Officer shall make a determination, on the basis of the evidence presented at the hearing, whether a Village Code violation exists. The determination shall be in writing, and shall be designated as the findings, decision, and order. The findings, decision, and order shall include the Hearing Officer's findings of fact, a decision of whether a Village Code violation exists based upon the findings of fact, and an order directing and ordering the Respondent to correct the violation or, in the event a violation is not proved, dismissing the case. If a Village Code violation is proved, the order shall also impose the sanctions that are provided in the Village Code for the violation proved, as well as the costs of the administrative adjudication proceeding as set forth in Section 2-607.
- (B) A copy of the findings, decision, and order shall be served upon the Respondent within five days after it is issued. Service of the copy upon the Respondent shall be in the same manner as a complaint and summons may be served under this chapter.
- (C) Any fine or other monetary penalty imposed against a Respondent pursuant to a findings, decision, and order shall be paid to the Village through the Finance Office. The disposition of such fine or monetary penalty shall be pursuant to the findings, decision, and order, or as may be set forth in the Village Code.
- (D) In the event that the findings, decision, and order of the Hearing Officer directs the correction of the violation, the Hearing Officer shall also establish a status hearing date scheduled after the date established for the correction of the violation, at which status hearing compliance with the corrective direction shall be determined. At such time, the Hearing Officer shall hear testimony and accept evidence relevant to the corrective actions of the Respondent. If the Hearing Officer determines that the Village Code violation has not been corrected as directed, additional sanctions may be imposed as provided by the Village Code.

Section 2-607 Costs of Administrative Adjudication Proceeding

If a code violation is proven, and the Respondent is ordered to pay the costs of the administrative adjudication proceeding, the following costs shall be paid by the Respondent pursuant to such order:

- (1) File management / record keeping = \$25.00
- (2) Hearing Officer = \$50.00
- (3) Attorney's fees = \$25.00

Section 2-608 Community Service Work

- (A) The Code Hearing Department may promulgate rules and regulations to allow for completion of community service work hours in lieu of paying fines and/or other monetary penalties imposed against a Respondent.
- (B) Such rules and regulations shall provide guidelines for eligibility to perform community service work in lieu of paying the fines and/or other monetary penalties.
- (C) Notwithstanding anything herein to the contrary, any amount imposed against a Respondent for restitution shall not be converted to community service work.

Section 2-609 Administrative Review Law to Apply

The findings, decision and order of the Hearing Officer shall be subject to review in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, and the provisions of the Administrative Review Law (ILCS Ch. 735, Act 5, §§ 3-101 et seq.) and all amendments and modifications thereto, and the rules adopted pursuant thereto, are adopted and shall apply to govern every action for the judicial review of the findings, decision, and order of the Hearing Officer under this chapter.

Section 2-610 Enforcement of Judgment

- (A) Any fine, other sanction, or costs imposed, or part of any fine, other sanction, or costs imposed, remaining unpaid after the exhaustion of, or the failure to exhaust, judicial review procedures under the Illinois Administrative Review Law are a debt due and owing to the Village, and may be collected in accordance with applicable law.
- (B) After expiration of the period in which judicial review under the Illinois Administrative Review Law may be sought for a final determination of a Village Code violation, unless stayed by a court of competent jurisdiction, the findings, decision, and order of the Hearing Officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.
- (C) In any case in which a Respondent has failed to comply with an order directing the Respondent to correct a Village Code violation, or imposing any fine or other sanction as a result of a Village Code violation, any expenses incurred by the Village to enforce the order, including, but not limited to, its attorney's fees, court costs, and costs related to property demolition or foreclosure, after they are fixed by a court of competent jurisdiction, shall be due and owing the Village, and may be collected in accordance with applicable law. Prior to any expenses being fixed by a Hearing Officer pursuant to this subsection, the Village shall provide a notice to the Respondent stating that the Respondent shall appear at a hearing before the Hearing Officer to determine whether the Respondent has failed to comply with the order. The notice shall set the date for such hearing, which shall not be less than seven days from the date that notice is served. If notice is served by mail, the seven-day period shall begin to run on the date that the notice was deposited in the mail.

- (D) Upon being recorded in the manner required by Article XII of the Illinois Code of Civil Procedure, a lien shall be imposed upon the real estate of the Respondent in the amount of any debt due and owing the Village under this chapter. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- (E) The Hearing Officer may set aside any order entered by default, and set a new hearing date upon a petition filed within 21 days after the issuance of the order of default, if the Hearing Officer determines that the Respondent's failure to appear at the hearing was for good cause, or at any time if the Respondent establishes that the Village did not provide proper service of process. If any judgment is set aside pursuant to this subsection, the Hearing Officer shall have the authority to enter any order extinguishing any lien which has been recorded for any debt due and owing the Village as a result of the vacated default order.

Section 2-611 Sanctions Applicable to Property and Property Owner

An order to correct a Village Code violation, and the sanctions imposed by the Hearing Officer as the result of a finding of a Village Code violation under this chapter, shall attach to the property, as well as to the property owner, so that a finding of a Village Code violation against one property owner cannot be avoided by conveying or transferring the property to another owner. Any subsequent transferee or property owner takes subject to the findings, decision, and order of the Hearing Officer under this chapter.

Section 2-612 Defenses to Certain Village Code Violations

It shall be a defense to a Village Code violation charged under the Village's property, building, or zoning codes which establish construction, plumbing, heating, electrical, fire prevention, sanitation, or other health and safety standards that are applicable to structures in the Village, if the Respondent proves by a preponderance of the evidence that:

- (A) The Village Code violation alleged does not or did not, in fact, exist at the time of the violation notice;
- (B) The Village Code violation has been caused by the current property occupants and that, in spite of reasonable attempts by the Respondent to maintain the dwelling free of such violations, the current occupants continue to cause the violations; or,
- (C) An occupant or resident of the dwelling has refused entry to the Respondent or his agents to all or part of the dwelling for the purpose of correcting the Village Code violation.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Resolution to Open an Additional Village Bank Account at Bank of Rantoul to Handle Workers' Compensation Claims	DEPARTMENT: Administration
DATE: February 4, 2025	AMOUNT: N/A
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: The Village Workers' Compensation is currently provided through Loman-Ray Insurance and IPMG (Insurance Program Managers Group). Under the new policy, the Village is responsible for the initial \$100,000.00 per claim. These claims will be paid out from IPMG on behalf of the Village. Staff is requesting that an additional bank account be created at the Bank of Rantoul to allow IPMG to process these checks independent of our other Village accounts. This interest-bearing account would require three signees.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL Angela Schultz	VILLAGE ADMINISTRATOR Scott Eisenhauer