



**Rantoul Village Board of Trustees
Regular Board Meeting
February 9, 2021
6:00 PM**

1. Call to Order

- (A) This meeting is being held virtually as authorized by Governor Pritzker during the COVID 19 pandemic

2. Invocation

3. Pledge of Allegiance

4. Roll Call

5. Approval of Agenda

6. Public Participation

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

- (A) Citizens wishing to address the Village Board are asked to call 217-892-6810 during the Public Participation portion of the meeting

7. Appointment of D. Jolene Gensler to the position of Comptroller

- (A) Motion to pass Resolution No. 2-21-1327, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT CONCERNING THE APPOINTMENT TO THE POSITION OF COMPTROLLER OF THE VILLAGE OF RANTOUL, ILLINOIS AND SPECIFYING THE COMPENSATION AND OTHER BENEFITS IN CONNECTION WITH SUCH APPOINTMENT

Section A - Consent Agenda

8. Approval of Consent Agenda by Omnibus Vote

All items under the Consent Agenda are considered to be routine in nature and will be enacted by a single motion and subsequent roll call vote. There will be no separate discussion of these items unless a Village Board member so requests, in which event the item will be removed from the Consent Agenda and considered as the first item after approval of the Consent Agenda.

- (A) Minutes of Regular Board Meeting January 12, 2021

9. Approval of Any Items Removed from Consent Agenda

10. Motion to approve Bills and Monthly Financial Reports

Section B - Consideration of Bids, Contracts & Other Expenditures
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- 11.** Motion to authorize and approve the purchase of a 2021 Dodge Charger Police Pursuit AWD Sedan from Shields Auto Center - \$28,500.00

12. Motion to authorize and approve Easement Agreements between the Village of Rantoul and the J & G Warner Dynasty Trust for the "Permanent General Utility and Storm Sewer Easement" and the "Permanent General Utility and Sewer Easement" required for the Rantoul Family Sports Complex Project

Section C - Consideration of Ordinances & Resolutions

13. Motion to pass Ordinance No. 2666, AN ORDINANCE APPOINTING JACOB D. MCCOY, P.E. TO THE ILLINOIS MUNICIPAL ELECTRIC AGENCY BOARD OF DIRECTORS
14. Motion to pass Ordinance No. 2667, AN ORDINANCE APPOINTING JACOB D. MCCOY, P.E. TO THE ILLINOIS PUBLIC ENERGY AGENCY
15. Motion to pass Ordinance No. 2668, A ORDINANCE AMENDING CHAPTER 28 OF THE RANTOUL CODE BY AMENDING ARTICLE III, ENTITLED "WASTE HAULER LICENSE"
16. Motion to pass Ordinance No. 2669, AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (801 Pacesetter Drive - Hangar 2)
17. Motion to pass Resolution No. 2-21-1326, A RESOLUTION ADOPTING THE CHAMPAIGN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

Section D - New Business

Section E - Public Announcements

Section F - Closed Session

Section G - Adjournment

18. Motion to Adjourn

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: This meeting is being held virtually as authorized by Governor Pritzker during the COVID 19 pandemic	DEPARTMENT: Administration
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Citizens wishing to address the Village Board are asked to call 217-892-6810 during the Public Participation portion of the meeting	DEPARTMENT: Administration
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Appointment of D. Jolene Gensler to the position of Comptroller	DEPARTMENT: Administration
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS:	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Resolution No. 2-21-1327</u> , A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT CONCERNING THE APPOINTMENT TO THE POSITION OF COMPTROLLER OF THE VILLAGE OF RANTOUL, ILLINOIS AND SPECIFYING THE COMPENSATION AND OTHER BENEFITS IN CONNCETION WITH SUCH APPOINTMENT	DEPARTMENT: Administration
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS: 1. Resolution 2-21-1327 Comptroller	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RESOLUTION NO. 2-21-1327

**A RESOLUTION
APPROVING AND AUTHORIZING THE EXECUTION
OF AN AGREEMENT CONCERNING THE APPOINTMENT TO THE
POSITION OF COMPTROLLER OF THE VILLAGE OF
RANTOUL, ILLINOIS AND SPECIFYING THE COMPENSATION
AND OTHER BENEFITS IN CONNECTION WITH SUCH APPOINTMENT**

WHEREAS, there has been presented to and there is now before this meeting of the President and the Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) at which this Resolution is adopted, the form of a certain agreement entitled “An Agreement Concerning the Appointment to the Position of Comptroller of the Village of Rantoul, Illinois and Specifying the Compensation and Other Benefits in Connection with Such Appointment” (the **“Agreement”**) by and between the Village and D. Jolene Gensler (the **“Appointee”**).

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

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

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

PASSED this 9th day of February, 2021.

Village Clerk

APPROVED this 9th day of February, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Minutes of Regular Board Meeting January 12, 2021	DEPARTMENT: Administration
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS: 1. Jan 12	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**Regular Board Meeting
January 12, 2021
6:00 P.M.**

A Regular Board (Virtual-Microsoft Teams) Meeting of the Board of Trustees of the Village of Rantoul was held at 6:00 P.M. Mayor Smith called the proceeding to order. Pastor Mark Wilkerson, Maranatha Baptist Church, Rantoul led the meeting in prayer, followed by the Pledge of Allegiance.

Roll Call

The Village Clerk called the roll, finding the following members present: Mayor Smith and Trustees, Hall, Gamel, Wilkerson, Wilson, Johnson and Workman – 7.

The following representatives of Village Departments were also present: Scott Eisenhauer, Administrator; Jake McCoy, Assistant Public Works Director; Ken Waters, Fire Chief, Andy Graham, Assistant Recreation Director, Luke Humphry, Recreation Director, Ryan Reid, Sports Complex Director, Ken Beth, Village Attorney and Elected Village Clerk Mike Graham.

Approval of Agenda as Amended

Trustee Wilkerson moved to approve the agenda as amended for the meeting. Trustee Hall seconded the motion. The Clerk Called the Roll and the motion carried **6 - 0**.

Public Participation

Debra Sweat spoke about the online forum being organized in the future. Chris Powers spoke about the riots in Washington D.C. last week.

Approval of Consent Agenda

Minutes of December 1, 2020 Special Board Meeting
Minutes from Regular Study Session, December 1, 2020.
Minutes from the Regular Board Meeting December 8, 2020
Review of Closed Minutes – Resolution No. 1-21-1235, A RESOLUTION DETERMINING WHETHER THE NEED FOR CONFIDENTIALITY STILL EXISTS OF IS NO LONGER REQUIRED AS TO ALL OR PART OF MINUTES OF ALL CONFIDENTIAL CLOSED MEETINGS.

Trustee Johnson moved for approval and Trustee Workman seconded the motion.

The Clerk Called the Roll

The motion passed by a Roll Call Vote of **6 – 0**.

“NOTE FROM THE RANTOUL VILLAGE CLERK. ALL OF THE AGENDA ITEMS LISTED BELOW CARRIED BY ROLL CALL VOTE OF 6 TO 0. UNLESS OTHERWISE NOTED BELOW.”

Motion to approve Bills and Monthly Financial Reports. Trustee Hall moved for approval and Trustee Workman seconded the motion.

Motion to authorize and approve Easement Agreement between the Village of Rantoul and the Illinois Municipal Electric Agency (IMEA) for the Solar Project Phase 1 and Phase 2. Trustee Johnson moved to approve and Trustee Hall seconded the motion.

Motion to authorize and approve waiving bidding process and to purchase 100 Scott X3 Air Paks Pro CGA and cylinders from MES - \$361,122.11. Trustee Johnson moved for approval and Trustee Wilkerson seconded the motion. The Motion Passed by a Roll Call Vote of **5 – 0**, with Trustee Wilson voting present as he is a member of the Village of Rantoul Fire Department.

Motion to authorize and approve waiving bidding process and to purchase SportFence portable fencing for the Sports Complex from SportFence Marketing Enterprise, LLC for \$150,024.00. Trustee Hall moved for approval and Trustee Wilkerson seconded the motion.

Motion to authorize and approve purchase of two 2019 (2) Ford StarCraft Buses from Midwest Transit Equipment - \$121,891.00 and upon purchase declaring the 2000 Chevy 15 passenger Van and 2006 Chevy passenger bus surplus property. Trustee Workman moved for approval and Trustee Wilkerson seconded the motion.

Motion to pass Resolution No. 1-21-1322, A RESOLUTION AUTHORIZING AND APPROVING A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION CONCERNING THE ROAD IMPROVEMENTS ASSOCIATED WITH THE RESURFACING OF MAPLEWOOD DRIVE. Trustee Johnson moved for approval and Trustee Gamel seconded the motion.

Motion to pass Resolution No. 1-21-1323, A RESOLUTION AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN THE VILLAGE OF RANTOUL AND CORDOGAN, CLARK & ASSOCIATES, INC. Trustee Wilson moved for approval and Trustee Johnson seconded the motion.

Motion to pass Resolution No. 1-21-1324, A RESOLUTION AUTHORIZING AND APPROVING A SERVICES CONTRACT BETWEEN THE VILLAGE OF RANTOUL AND DEEM LANDSCAPING, INC. Trustee Hall moved for approval and Trustee Workman seconded the motion.

Motion to enter into closed session pursuant to 5 ILCS 120.2 (C) 1, to consider the employment compensation, disciplines, performance, of dismissal of and employee.

Trustee Johnson moved for approval and Trustee Gamel seconded the motion.

The Clerk Called the Roll and the Motion passed **6 – 0**.

The Rantoul Village Board went into Closed Session at 7:39 P.M.

The Rantoul Village Board returned into Open Session at 8:58 P.M.

Motion to Adjourn

Trustee Wilson moved for approval and Trustee Johnson seconded the motion,

The Clerk Called the Roll:

The motion carried by a Roll Call vote of **6 – 0**.

The Rantoul Village Board adjourned the Regular Meeting at 8:59 P.M.

Mike Graham, Clerk

Approved February 9, 2021

Charles Smith
Village President

ATTEST:

I, Mike Graham, Village Clerk of the Village of Rantoul, Illinois, do hereby certify that the forgoing minutes are a true and correct copy of the Regular Meeting of the Board of Trustees held January 12, 2021 as the same appears on the records of the Village now in my custody and keeping.

Mike Graham, Village Clerk

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to authorize and approve the purchase of a 2021 Dodge Charger Police Pursuit AWD Sedan from Shields Auto Center - \$28,500.00	DEPARTMENT: Police Department
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS: 1. Dodge Charger Bid	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: The Rantoul Police Department is requesting approval to purchase a 2021 Dodge Charger Police Pursuit AED sedan. The vehicle will be purchased from Shields Auto Group for \$28,500. This vehicle will be used as an administrative vehicle. The Dodge Charger will replace a 2007 Pontiac Grand Prix which has 117,500 miles. The Dodge Charger Police Pursuit AWD sedan is available from Bob Ridings in Taylorville, IL. The state bid with the same specifications is \$28,042. With the shop local program the Shields bid is well within 5% of the state bid price for the same vehicle. The price does not include tax, title, and license. This expense would be paid from the current police budget.	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR



Shields Auto Mart

Route 9 & Interstate 57, 580 John Street
Paxton, Illinois 60957

217-379-2393 • 1-800-243-2393 • FAX 217-379-4142

Shields Auto Center

225 S. Meyers, Rantoul, IL 61866

217-892-2155 • 1-800-373-4193 • FAX 217-892-4009

January 28, 2021

Village of Rantoul
200 W. Grove Ave.
Rantoul, IL 61866

To Whom it May Concern:

Thank you for the opportunity to place a bid for a new 2021 Dodge Charger Police Pursuit AWD Sedan in White Knuckle. The selling price for this vehicle is \$28,500 plus Municipal license, title, and plate fees. The Charger will be equipped with the major standard equipment and the Street Appearance Group, which is attached. Below is a quick breakdown of the options on the vehicle:

- 3.6L V6 24V VVT Engine (ERB)
- 8 Speed Automatic Transmission (DFT)
- Customer Preferred Package (28A)
- All Wheel Drive Police (LDEE48)
- HD Cloth Bucket & Rear Bench Seats (*C8)
- Street Appearance Group (AEB)

Once again, I would like to thank you for the opportunity. If you would like an exterior color, other than White Knuckle, this can be changed. Although, there may be an additional cost. Please let me know how I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Shields".

Rick Shields
General Manager

www.shieldsautogroup.com



Standard Features - LDEE48-CHARGER POLICE AWD

Code	Description
JKW	12V Center Console Power Outlet
JCC	160 MPH Primary Speedometer
DJL	175MM Front Axle
NLQ	18.5 Gallon Fuel Tank
WEG	18X7.5 Steel Wheels
BAJ	220 Amp Alternator
DR4	230MM Rear Axle
DMM	3.07 Rear Axle Ratio
ERB	3.6L V6 24V VVT Engine
NZG	300 HP Power Rating
NAS	50 State Emissions
RCG	6 Speakers
RFJ	7.0" Touch Screen Display
DFT	8-Spd Auto 850RE Trans (Make)
BCF	800 Amp Maintenance Free Battery
GAP	Acoustic Front Door Glass
GAK	Acoustic Windshield
CBD	Active Head Restraints
DKB	Active T/Case w/Frt Axle Disconnect
CG3	Advanced Multistage Front Air Bags
HAD	Air Cond'ing w/Dual Zone Temp Cntrl
JMA	Air Filtering
BNP	All Speed Traction Control
MSX	All Wheel Drive Badge
RFP	Apple CarPlay
LMG	Automatic Headlamps
DHD	AutoStick (R) Automatic Transmission
CHK	Base Headliner Module
LMC	Bi-Function Halogen Projector H/Lamp
MFA	Black Headlamp Bezels
XSB	Black Interior Accents
CKJ	Black Vinyl Floor Covering
MNK	Body Color Door Handles
LEP	Body Color Exterior Mirrors
MRC	Bodycolor Lower Bodyside Cladding
X8X	Brake & Knuckle Parts Module
BGE	Brake Assist
XSL	Brake/Park Interlock
MT1	Bright Charger Badge
WMH	Bright Hub Caps
XJM	Capless Fuel Fill w/o Discriminator
CKM	Cargo Compartment Dress-Up
CG6	Center Rear 3-Point Seat Belt

Report Generated On January 28, 2021 10:06 AM

Standard Features - LDEE48-CHARGER POLICE AWD		Code	Description
		CF4	Child Seat Upper Tether Anchorages
		LPA	CHMSL Lamp
		CV8	Column Mount Automatic Shift Lever
		JFA	Compass Gauge
		DS8	Conventional Differential Rear Axle
		LAT	Custom Defined Color Display Monitor
		X82	Door Parts Module
		JJB	Dual Note Electric Horns
		NER	Dual Rear Exhaust
		SBL	Electric Power Steering
		BNS	Electronic Roll Mitigation
		BNB	Electronic Stability Control
		XAX	Engine Hour Meter
		XXW	Engine Mount Heat Shield
		NHA	Engine Oil Cooler
		CFW	Fixed Rear Seat
		GBC	Front & Rear Solar Control Glass
		LCK	Front Dome Lamp
		X8W	Front Fascias Parts Module
		CGD	Front Height Adjust Shoulder Belts
		LAX	Front Passenger Seat Belt Alert
		X89	Front Suspension Damper Parts Module
		X84	Front Suspension Parts Module
		TBW	Full Size Spare Tire
		MCH	Gloss Black Fascia Applique
		MAE	Gloss BIK Grille-Gloss Blk Xhairs
		LBC	Glove Box Lamp
		TZA	Goodyear Brand Tires
		RF5	Google Android Auto
		JLP	GPS Antenna Input
		Z1F	GVW Rating - 5500#
		*C8	HD Cloth Bucket & Rear Bench Seats
		SDB	Heavy Duty Suspension
		BNG	Hill Start Assist
		BPT	Hydraulic Assist Brake Booster
		JKK	Inside Emergency Trunk Lid Release
		JAA	Instrument Panel
		X81	Instrument Panel Parts Module
		RTF	Integrated Center Stack Radio
		XRB	Integrated Voice Command w/Bluetooth
		RDL	Integrated Window Antenna
		SCV	Leather Wrapped Steering Wheel
		LM5	LED Daytime Running Lamps

Standard Features - LDEE48-CHARGER POLICE AWD		Description	
Code			
SER		Load Leveling and Height Control	
RS6		Media Hub (2 USB, Aux)	
CUM		Mini Floor Console	
APA		Monotone Paint	
RG8		No Radio Amplifier	
XA8		Non Adjustable Pedals	
LAH		Outside Temp Display	
TWW		P225/60R18 BSW Performance Tires	
XAA		ParkSense Rear Park Assist System	
XAC		ParkView Rear Back-up Camera	
CSR		Passenger Assist Handles	
BR9		Police ABS 4-Wheel Hd Disc Brakes	
AHB		Police Group	
JPS		Power 6-Way Driver Seat	
JKY		Power Accessory Delay	
GTF		Power Mirrors w/Manual Foldaway	
X87		Power Train Parts Module	
JPC		Power Trunklid Release	
GX4		Pushbutton Start	
JP3		Pwr Front Windows, 1-Touch, Up & Down	
XSK		R134A A/C Refrigerant	
BHC		Rain Brake Support	
BHD		Ready Alert Braking	
GXT		Rear Door Child Protection Locks	
X8U		Rear Fascias Parts Module	
X91		Rear Suspension Damper Parts Module	
X85		Rear Suspension Parts Module	
GNA		Rear View Day/Night Mirror	
GFA		Rear Window Defroster	
LHL		Remappable Steering Wheel Buttons	
GXD		Remote Proximity Keyless Entry	
AXR		Secure Park	
GXX		Sentry Key Theft Deterrent System	
XDK		Severe Duty Engine Cooling	
GAM		Solar Control Glass	
AHV		Special Service Group	
NHM		Speed Control	
JPH		Speed Sensitive Power Locks	
LNQ		Spot Lamp Wiring Prep.	
RDZ		Steering Wheel Mounted Audio Ctrls	
GNC		Sun Visors w/Illum Vanity Mirrors	
CJ2		Supp. Side Curtain Frt/Rr Air Bags	
CJ1		Supplemental Frt Seat Side Air Bags	

Standard Features - LDEE48-CHARGER POLICE AWD	
Code	Description
SUE	Tilt/Limited Telescope Steering Col
XBN	Tip Start
X88	Tire & Wheel Parts Module
XGM	Tire Pressure Monitoring Display
LDC	Trunk Lamp
UAG	Uconnect 4 with 7" Display
RF7	USB Host Flip
JHA	Var Intermittent Windshield Wipers
CKL	Vinyl Trunk Liner & Cover

Street Appearance Group (AEB)

Image not available at this time. Please try again later.

Details:

- Front & Rear Floor Mats (CLZ)
- Front Reading/Map Lamps (LBG)
- 18" Wheel Covers (W8B)
- Exterior Mirrors w/Heating Element (NHJ)
- Dual Remote USB Port - Charge Only (RS4)
- Front/Rear Climate Control Outlets (XGA)
- Full Length Floor Console (CUF)
- Rear Shelf Silencer Insulation (HGC)
- Power Heated Mirrors w/Man F/Away (GUK)
- Floor Carpet (CKD)
- Illuminated Front Cupholders (CWP)

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

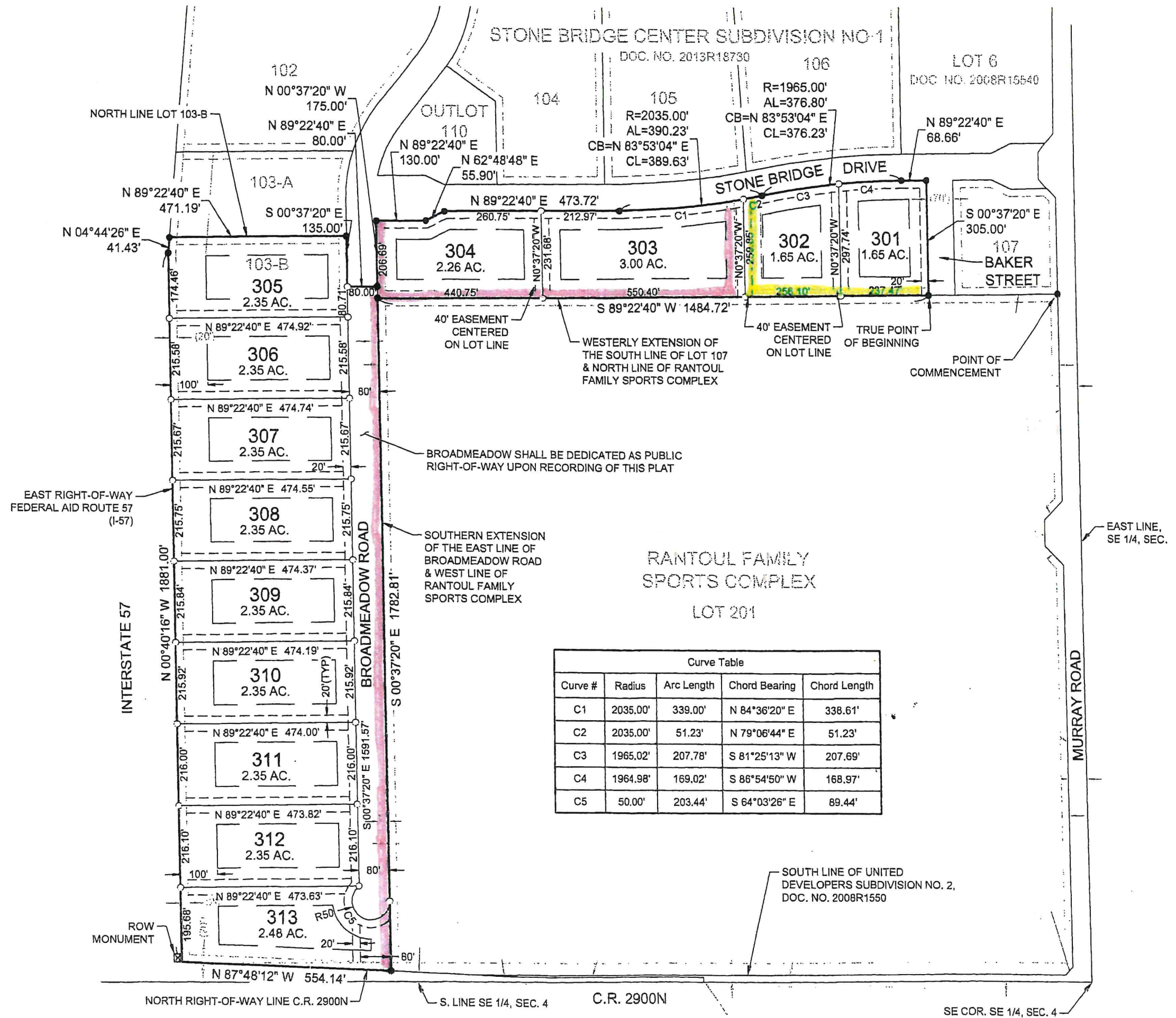
AGENDA ITEM

ITEM: Motion to authorize and approve Easement Agreements between the Village of Rantoul and the J & G Warner Dynasty Trust for the "Permanent General Utility and Storm Sewer Easement" and the "Permanent General Utility and Sewer Easement" required for the Rantoul Family Sports Complex Project	DEPARTMENT: Public Works
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS: 1. Easement Agreement	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
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ITEM: Rantoul Family Sports Complex - Easement Agreements with J & G Warner Dynasty Trust	DEPARTMENT: Public Works
AGENDA SECTION:	PROJECT AMOUNT: \$20.00
ATTACHMENTS: ☐ ORDINANCE ☐ RESOLUTION ☒ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: January 27, 2021
SUMMARY HIGHLIGHTS: This Agenda Item provides for the review of the Easement Agreements between the Village of Rantoul and the J & G Warner Dynasty Trust (Warner Trust) for the “Permanent General Utility and Storm Sewer Easement” and the “Permanent General Utility and Sewer Easement” needed to support the infrastructure necessary for the construction of the Rantoul Family Sports Complex Project. The Village seeks to obtain a “Permanent General Utility and Storm Sewer Easement” from the Warner Trust to survey, construct, operate, maintain, test, inspect, repair, remove, replace, use and control, storm sewers, electric distribution, water distribution, telecommunication, natural gas, in, upon, under, across, through, over and along a 20-foot strip of land along the north side of the Rantoul Sports Complex. The easement is shown on the location map in “yellow”. The Village is also requesting a “Permanent General Utility and Sewer Easement” from the Warner Trust to survey, construct, operate, maintain, test, inspect, repair, remove, replace, use and control, storm sewers, electric distribution, water distribution, telecommunication, natural gas, in, upon, under, across, through, over and along a 20-foot strip of land along the west side of the Rantoul Sports Complex. The easement is shown on the location map in “pink”.	
RECOMMENDED ACTION: Authorize the approval of the requested Easement Agreements between the Village of Rantoul and the J & G Warner Dynasty Trust for the “Permanent General Utility and Storm Easement” and the “Permanent General Utility and Sewer Easement” required for the Rantoul Family Sports Complex Project	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.  Jacob D. McCoy, P.E.	VILLAGE ADMINISTRATOR: Scott Eisenhauer
AGENDA PAGE NUMBER:	



STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

**PERMANENT GENERAL UTILITY AND
SEWER EASEMENT**

The Grantor(s), J & G Warner Dynasty Trust, (the “**Grantor**”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to (the “**Grantee**”), the Village of Rantoul, Champaign County, Illinois an Illinois municipal corporation, its successors and assigns, the Grantee, a perpetual general utility and sewer easement to survey, construct, operate, maintain, test, inspect, repair, remove, replace, use and control, storm sewers, sanitary sewers, electric distribution, water distribution, telecommunication, natural gas (collectively, the “**Utilities**”), in, upon, under, across, through, over, and along the following described real estate:

(See legal description attached hereto as Exhibit A, (the “**Easement Area**”),

together with all reasonable rights of ingress and egress across adjoining lands of the Grantor (the Easement Area and such adjoining lands being collectively, the “**Real Estate**”) necessary for the exercise of the rights herein granted.

The grant of easement herein contained is made solely upon the conditions and limitations herein contained, and the Grantee, by its acceptance of such grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. **Reserved Rights**. The Grantor hereby reserves the right to use the Easement Area in any manner that will not prevent or interfere with the exercise of the rights granted herein; provided, however, that the Grantor shall not obstruct, permit to be obstructed, create any hazardous condition on, or place any permanent building, structure, or trees on the Easement Area. The cost of removing any unauthorized obstruction shall be paid by the Grantor and the Grantee shall not be liable for any damages to any such unauthorized obstruction or improvement.

2. **Restoration**. In the event that the Real Estate or any improvement or appurtenance of the Grantor or any tenant then in possession permitted to be placed thereon under this instrument, if any, is disturbed or damaged by the Grantee or any of its agents, contractors, subcontractors or employees in connection with the rights granted to the Grantee under this instrument, the Grantee shall promptly restore any such Real Estate, improvement or appurtenance which was so disturbed or damaged to, as nearly as practicable, its former condition, or shall pay to the Grantor or tenant then in possession the actual damages to any such Real Estate, improvement or appurtenance, including growing crops.

3. **Hold Harmless.** The Grantee agrees that it will save and hold the Grantor harmless from all claims, causes, actions, suits, damages or demands, in law or in equity, which may arise out of, or as a consequence of, the negligence of the Grantee, or any of its agents, contractors, subcontractors or employees, in undertaking any Construction Work under this instrument.

4. **Special Covenants.** The Grantor covenants to and with the Grantee that, subject to existing easements, if any, covering the Easement Area, the Grantor is the lawful owner of the Real Estate, including the Easement Area, has good and lawful right and power to grant and convey such rights to the Grantee under this instrument, and that the Grantor will forever warrant and defend title to the rights herein granted to the Grantee and the quiet enjoyment thereof against the claims and demands of all others.

5. **Binding Effect.** All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Grantor has caused their names to be signed to this instrument this ____ day of _____, ____.

The Village of Rantoul, as Grantee:

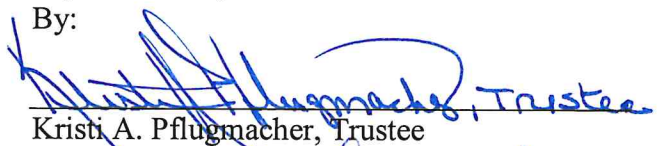
By: _____
Mayor

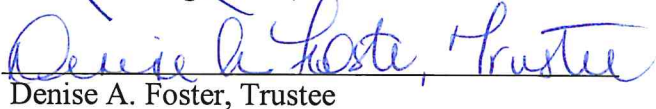
Attest: _____
Village Clerk

OWNER, as Grantors:

**Joseph H. Warner Dynasty Trust dated
September 16, 2011**

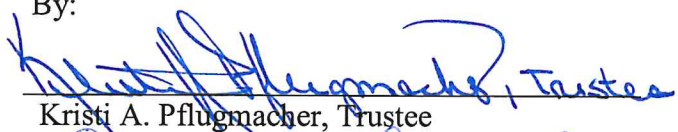
By:

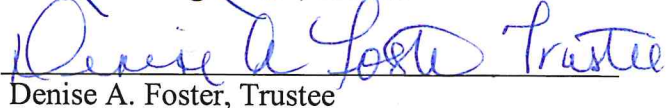

Kristi A. Pflugmacher, Trustee


Denise A. Foster, Trustee

**Gerald E. Warner Dynasty Trust dated
September 27, 2011**

By:


Kristi A. Pflugmacher, Trustee


Denise A. Foster, Trustee

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY** that KRESTA A. PFLUGMACHER AND DENISE A. FOSTER personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22^d day of JANUARY, 2021.

(SEAL)





Notary Public

EXHIBIT A

A strip of land being a 20.00-foot-wide easement being part of the Southeast Quarter, all in Section 4, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Rantoul, Illinois, described as follows with bearings on the Interstate View Subdivision bearing datum:

Beginning at the Southeast corner of Broadmeadow Road as recorded on Stone Bridge Center Subdivision No. 1 on Document Number 2013R18730 at the Champaign County Recorder's Office; thence North 00°37'20" West, 175.00 feet along said Broadmeadow Road to the South line of Stone Bridge Drive of said Stone Bridge Center Subdivision No. 1; thence North 89°22'40" East, 20.00 feet along said Stone Bridge Drive; thence South 00°37'20" East, 186.69 feet; thence North 89°22'40" East, 926.15 feet along a line 20.00 feet North and parallel with the Westerly extension of the South line of Lot 107 of said Stone Bridge Center Subdivision No. 1; thence North 00°37'20" West, 232.81 feet to the South line of said Stone Bridge Drive; thence 20.22 feet along a curve to the left, concave to the Northwest, with a chord bearing of North 80°49'52" East and a radius of 2035.00 feet; thence South 00°37'20" East, 255.81 feet to a point on the Westerly extension of the South line of said Lot 107; thence South 89°22'40" West, 966.15 feet along said Westerly extension of the South line of said Lot 107 to a point on the Southerly extension of the East line of said Broadmeadow Road; thence South 00°37'20" East, 1782.81 feet along the Southerly extension of the East line of said Broadmeadow Road to a point on the South line of United Developers Subdivision No. 2 as recorded on Document Number 2008R1550 at the Champaign County Recorder's Office; thence North 87°48'12" West, 20.02 feet along the South line of said United Developers Subdivision No. 2; thence North 00°37'20" West, 1813.51 feet along a line 20.00 feet West and parallel to the Southerly extension of the East line of said Broadmeadow Road to the South line of said Broadmeadow Road; thence North 89°22'40" East, 20.00 feet along the said South line of Broadmeadow Road to the point of beginning, encompassing 1.470 acres, more or less.

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) s.s.

I, Merle E. Ingersoll Jr., being Illinois Professional Land Surveyor 3202, do hereby certify that at the request of the Village of Rantoul, I have caused a survey to be made and a plat to be drawn of proposed easements under my direct supervision of the following described tracts of land:

GENERAL UTILITY AND SEWER EASEMENT LEGAL DESCRIPTION

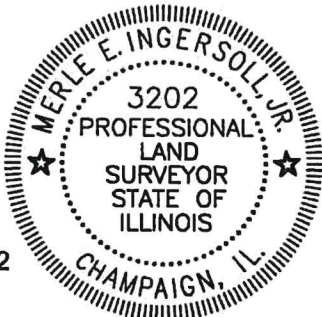
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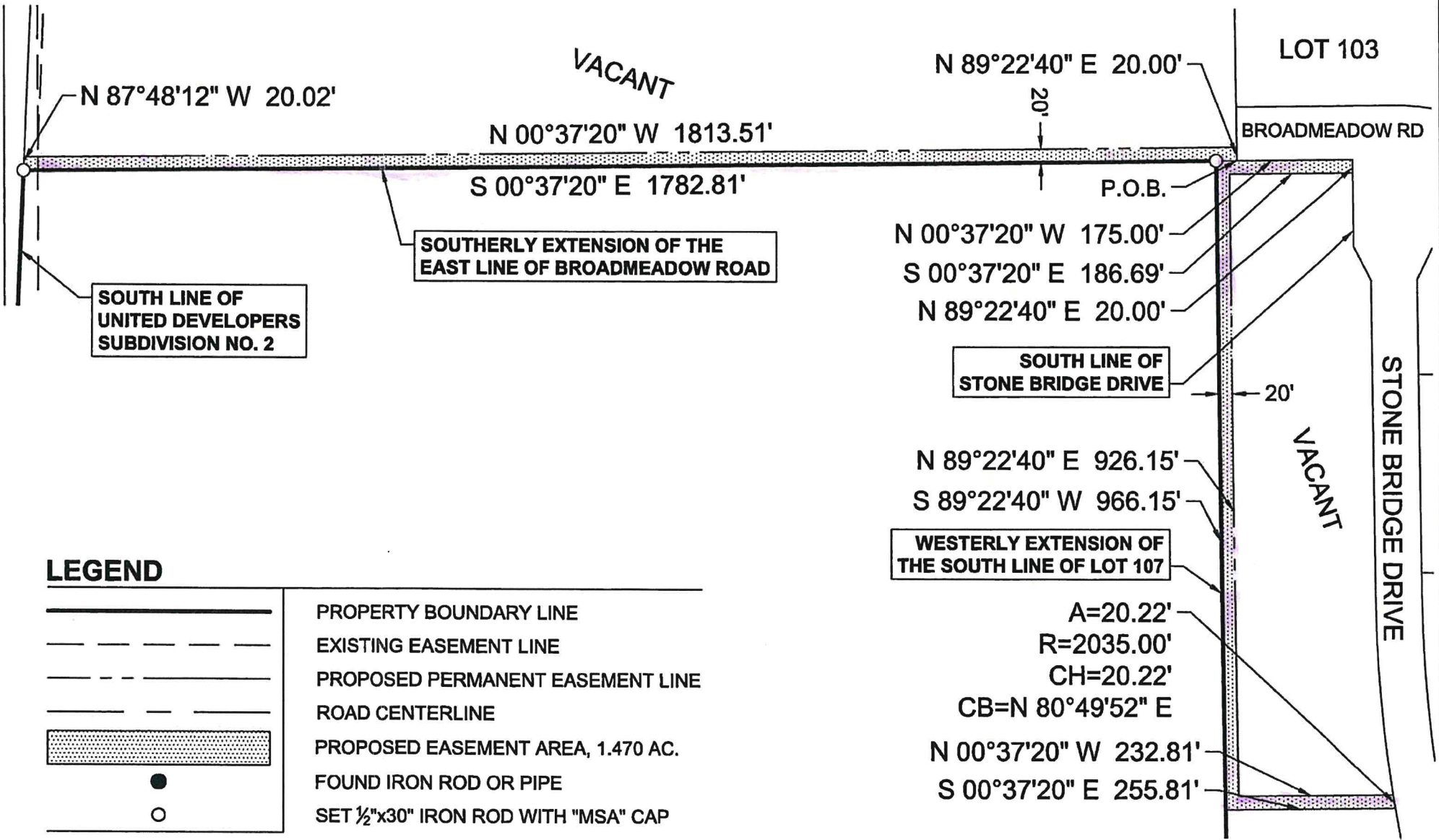
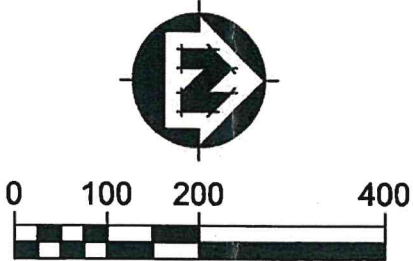
Signed and Sealed this 22nd day of June, 2020.

Merle E. Ingersoll Jr.

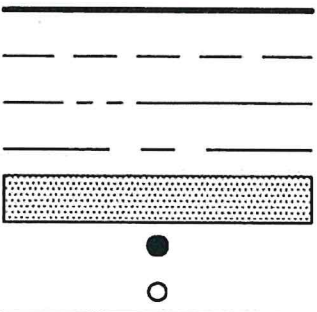
Merle E. Ingersoll Jr.
Illinois Professional Land Surveyor No. 035.003202
License Expires November 30, 2020



GENERAL UTILITY AND SEWER EASEMENT PLAT
A PART OF THE SOUTHEAST 1/4 OF SECTION 4,
TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE
THIRD PRINCIPAL MERIDIAN,
CHAMPAIGN COUNTY, RANTOUL, ILLINOIS



LEGEND



PROPERTY BOUNDARY LINE
EXISTING EASEMENT LINE
PROPOSED PERMANENT EASEMENT LINE
ROAD CENTERLINE
PROPOSED EASEMENT AREA, 1.470 AC.
FOUND IRON ROD OR PIPE
SET 1/2"X30" IRON ROD WITH "MSA" CAP

PROJECT DATE	DRAWN BY	NO.	DATE	REVISION	BY
APR. 2017	MSA	-	-	-	-
	DESIGNED BY	-	-	-	-
	CHECKED BY	-	-	-	-



ENGINEERING | ARCHITECTURE | SURVEYING
FUNDING | PLANNING | ENVIRONMENTAL
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RANTOUL FAMILY SPORTS COMPLEX
VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, RANTOUL, ILLINOIS

GENERAL UTILITY AND
SEWER EASEMENT PLAT

PROJECT NO.
12413025
SHEET
1 OF 1

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

**PERMANENT GENERAL UTILITY AND
STORM SEWER EASEMENT**

The Grantor(s), J & G Warner Dynasty Trust, (the “**Grantor**”), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to (the “**Grantee**”), the Village of Rantoul, Champaign County, Illinois an Illinois municipal corporation, its successors and assigns, the Grantee, a perpetual general utility and sewer easement to survey, construct, operate, maintain, test, inspect, repair, remove, replace, use and control, storm sewers, sanitary sewers, electric distribution, water distribution, telecommunication, natural gas (collectively, the “**Utilities**”), in, upon, under, across, through, over, and along the following described real estate:

(See legal description attached hereto as Exhibit A, (the “**Easement Area**”),

together with all reasonable rights of ingress and egress across adjoining lands of the Grantor (the Easement Area and such adjoining lands being collectively, the “**Real Estate**”) necessary for the exercise of the rights herein granted.

The grant of easement herein contained is made solely upon the conditions and limitations herein contained, and the Grantee, by its acceptance of such grant, accepts such conditions and limitations and agrees to the full, strict and prompt observance and performance thereof.

1. **Reserved Rights**. The Grantor hereby reserves the right to use the Easement Area in any manner that will not prevent or interfere with the exercise of the rights granted herein; provided, however, that the Grantor shall not obstruct, permit to be obstructed, create any hazardous condition on, or place any permanent building, structure, or trees on the Easement Area. The cost of removing any unauthorized obstruction shall be paid by the Grantor and the Grantee shall not be liable for any damages to any such unauthorized obstruction or improvement.

2. **Restoration**. In the event that the Real Estate or any improvement or appurtenance of the Grantor or any tenant then in possession permitted to be placed thereon under this instrument, if any, is disturbed or damaged by the Grantee or any of its agents, contractors, subcontractors or employees in connection with the rights granted to the Grantee under this instrument, the Grantee shall promptly restore any such Real Estate, improvement or appurtenance which was so disturbed or damaged to, as nearly as practicable, its former condition, or shall pay to the Grantor or tenant then in possession the actual damages to any such Real Estate, improvement or appurtenance, including growing crops.

3. **Hold Harmless.** The Grantee agrees that it will save and hold the Grantor harmless from all claims, causes, actions, suits, damages or demands, in law or in equity, which may arise out of, or as a consequence of, the negligence of the Grantee, or any of its agents, contractors, subcontractors or employees, in undertaking any Construction Work under this instrument.

4. **Special Covenants.** The Grantor covenants to and with the Grantee that, subject to existing easements, if any, covering the Easement Area, the Grantor is the lawful owner of the Real Estate, including the Easement Area, has good and lawful right and power to grant and convey such rights to the Grantee under this instrument, and that the Grantor will forever warrant and defend title to the rights herein granted to the Grantee and the quiet enjoyment thereof against the claims and demands of all others.

5. **Binding Effect.** All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Grantor has caused their names to be signed to this instrument this ____ day of _____, ____.

The Village of Rantoul, as Grantee:

By: _____
Mayor

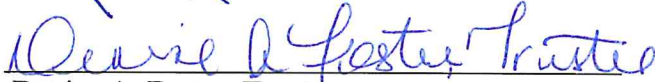
Attest: _____
Village Clerk

OWNER, as Grantors:

**Joseph H. Warner Dynasty Trust dated
September 16, 2011**

By:

 _____, Trustee
Kristi A. Pflugmacher, Trustee

 _____, Trustee
Denise A. Foster, Trustee

**Gerald E. Warner Dynasty Trust dated
September 27, 2011**

By:

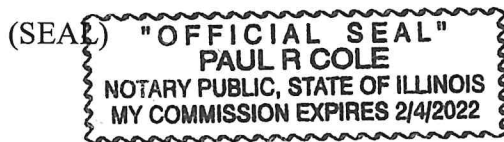
 _____, Trustee
Kristi A. Pflugmacher, Trustee

 _____, Trustee
Denise A. Foster, Trustee

STATE OF ILLINOIS)
) SS.
COUNTY OF CHAMPAIGN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, **DO HEREBY CERTIFY** that KRESTI A. PFLUGMACHER AND DENISE A. FOSTER personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22^d day of JANUARY, 2021.





Notary Public

EXHIBIT A

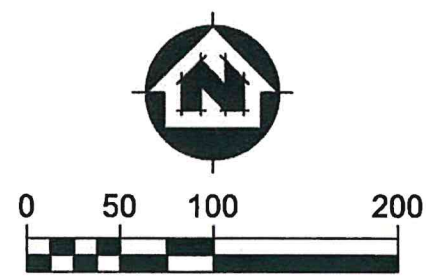
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Beginning at the Southwest corner of Baker Street of Stone Bridge Center Subdivision No. 1 as recorded on Document Number 2013R18730 at the Champaign County Recorder's Office, point also being the Westerly extension of the South line of Lot 107 of said subdivision; thence South 89°22'40" West, 468.57 feet along the Westerly extension of said Lot 107; thence North 00°37'20" West, 264.22 feet to the South line of Stone Bridge Drive of said Stone Bridge Center Subdivision No. 1; thence 20.34 feet along a curve to the left on said Southerly line of Stone Bridge Drive, concave to the Northwest, with a chord bearing of North 78°49'57" East and a radius of 2,035.00 feet; thence South 00°37'20" East, 247.94 feet; thence North 89°22'40" East, 448.57 feet to the West line of said Baker Street; thence South 00°37'20" East, 20.00 feet along the West line of said Baker Street to the beginning, encompassing 0.328 acres, more or less.

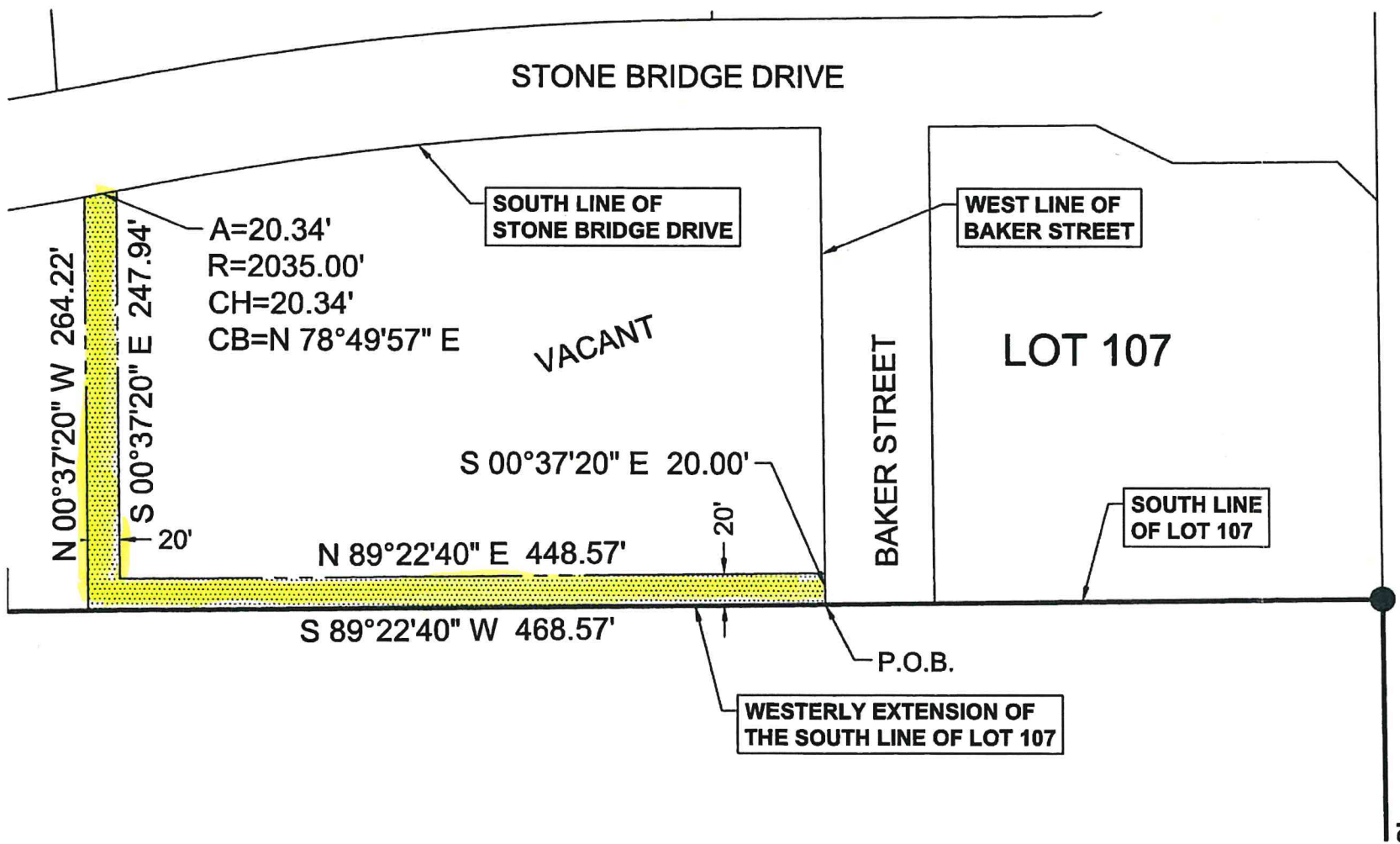
GENERAL UTILITY AND STORM SEWER
EASEMENT PLAT
A PART OF THE SOUTHEAST 1/4 OF SECTION 4,
TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE
THIRD PRINCIPAL MERIDIAN,
CHAMPAIGN COUNTY, RANTOUL, ILLINOIS

LEGEND

PROPERTY BOUNDARY LINE
EXISTING EASEMENT LINE
PROPOSED PERMANENT EASEMENT LINE
ROAD CENTERLINE
PROPOSED STORM EASEMENT
AREA, 0.328 AC.



SPACE RESERVED FOR
RECORDER'S STAMP



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) s.s.

I, Merle E. Ingersoll Jr., being Illinois Professional Land Surveyor 3202, do hereby certify that at the request of the Village of Rantoul, I have caused a survey to be made and a plat to be drawn of proposed easements under my direct supervision of the following described tracts of land:

GENERAL UTILITY AND STORM SEWER EASEMENT LEGAL DESCRIPTION

A strip of land being a 20.00-foot-wide easement being part of the Southeast Quarter, all in Section 4, Township 21 North, Range 9 East of the Third Principal Meridian, Champaign County, Rantoul, Illinois, described as follows with bearings on the Interstate View Subdivision bearing datum:

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Signed and Sealed this 22nd day of June, 2020.

Merle E. Ingersoll Jr.
Merle E. Ingersoll Jr.
Illinois Professional Land Surveyor No. 035.003202
License Expires November 30, 2020



PROJECT DATE: APR 2017	DRAWN BY: [Signature]	NO.	DATE	REVISION	BY
PLOT DATE: 6/22/2020 2:01 PM, G:\1212413\12413025\CADD\CADD\12413025 Plt Survey.dwg					
MSA		ENGINEERING ARCHITECTURE SURVEYING FUNDING PLANNING ENVIRONMENTAL		RANTOUL FAMILY SPORTS COMPLEX VILLAGE OF RANTOUL CHAMPAIGN COUNTY, RANTOUL, ILLINOIS	
				GENERAL UTILITY AND STORM SEWER EASEMENT PLAT	
				PROJECT NO. 12413025 SHEET 1 OF 1	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Ordinance No. 2666</u> , AN ORDINANCE APPOINTING JACOB D. MCCOY, P.E. TO THE ILLINOIS MUNICIPAL ELECTRIC AGENCY BOARD OF DIRECTORS	DEPARTMENT: Administration
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS: 1. Ordinance 2666	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

ORDINANCE NO.2666

**AN ORDINANCE
APPOINTING JACOB D. MCCOY, P.E. TO THE
ILLINOIS MUNICIPAL ELECTRIC AGENCY BOARD OF DIRECTORS**

WHEREAS, the Village of Rantoul is a Member of the Illinois Municipal Electric Agency; and

WHEREAS, each Member of the Agency is entitled to a representative on the Board of Directors of the Illinois Municipal Electric Agency, which representative is to be appointed by the President and confirmed by the Board of Trustees; and

WHEREAS, the President has appointed Jacob D. McCoy, P.E. who is the Assistant Director of Public Works, to be the Village's representative on the Illinois Municipal Electric Agency Board of Directors.

BE IT HEREBY ORDAINED by the Board of Trustees of the Village of Rantoul, Champaign County, Illinois that the appointment by the President of the Board, Jacob D. McCoy, P.E. to be the Village's representative on the Illinois Municipal Electric Agency Board of Directors is hereby confirmed, said appointment to be effective May 1, 2021 until his successor is duly appointed, confirmed and seated.

BE IT FURTHER ORDAINED that said representative shall have full power and authority to vote as the representative of the Village of Rantoul in conjunction with all Illinois Municipal Electric Agency matters.

PASSED this 9th day of February, 2021.

Village Clerk

APPROVED this 9th day of February, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Ordinance No. 2667</u> , AN ORDINANCE APPOINTING JACOB D. MCCOY, P.E. TO THE ILLINOIS PUBLIC ENERGY AGENCY	DEPARTMENT: Administration
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS: 1. Ordinance 2667	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

ORDINANCE NO. 2667

**AN ORDINANCE
APPOINTING JACOB D. MCCOY, P.E. TO THE
ILLINOIS PUBLIC ENERGY AGENCY BOARD OF DIRECTORS**

WHEREAS, the Village of Rantoul is a Member of the Illinois Public Energy Agency;
and

WHEREAS, each Member of the Agency is entitled to a representative on the Board of Directors of the Illinois Public Energy Agency, which representative is to be appointed by the President and confirmed by the Board of Trustees; and

WHEREAS, the President has appointed Jacob D. McCoy, P.E. who is the Assistant Director of Public Works, to be the Village's representative on the Illinois Public Energy Agency Board of Directors.

BE IT HEREBY ORDAINED by the Board of Trustees of the Village of Rantoul, Champaign County, Illinois that the appointment by the President of the Board, Jacob D. McCoy, P.E. to be the Village's representative on the Illinois Public Energy Agency Board of Directors is hereby confirmed, said appointment to be effective May 1, 2021 until his successor is duly appointed, confirmed and seated.

BE IT FURTHER ORDAINED that said representative shall have full power and authority to vote as the representative of the Village of Rantoul in conjunction with all Illinois Public Energy Agency matters.

PASSED this 9th day of February, 2021.

Village Clerk

APPROVED this 9th day of February, 2021.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Ordinance No. 2668</u> , A ORDINANCE AMENDING CHAPTER 28 OF THE RANTOUL CODE BY AMENDING ARTICLE III, ENTITLED "WASTE HAULER LICENSE"	DEPARTMENT: Building Safety
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS: 1. 01-21 Ord Amend Ch. 28 Waste Hauler License 2. Ordinance 2668	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS: We would like to amend the language to remove areas that include "Vehicle Inspection Permit". Currently Code Enforcement conducts a Vehicle Safety Inspection on the waste hauler trucks annually. It is my opinion that ASE Certified Mechanics should be conducting those type of inspections. We would like to remove all liability from the Village by not conducting vehicle inspections, but rather continue requiring proof of their "State of Illinois" safety sticker. The Department of Building Safety would also continue issuing an annual Waste Hauler License.	
RECOMMENDED ACTION: Recommendation to approve amending Chapter 28 of the Rantoul Code, Article III, entitled "Waste Hauler License".	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING CHAPTER 28 OF THE RANTOUL CODE BY AMENDING
ARTICLE III, ENTITLED “WASTE HAULER LICENSE”**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this _____ day of _____, 2021, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING CHAPTER 28 OF THE RANTOUL CODE BY AMENDING
ARTICLE III, ENTITLED “WASTE HAULER LICENSE”**

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

Section 1. Adoption. That Chapter 28, entitled “Solid Waste,” of the Rantoul Code, as supplemented and amended, be and the same is hereby supplemented and amended by amending Article III, entitled “Waste Hauler License” to provide as set forth in the title, headings, and text thereof as attached hereto and hereby incorporated herein by 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 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 ____ day of _____, 2021.

Village Clerk

APPROVED this ____ day of _____, 2021.

Village President

ARTICLE III – WASTE HAULER LICENSE

Sec. 28-48. - License required

Except as otherwise provided in section 28-63 of this article, it shall be unlawful for any person to engage in the business of being a waste hauler or to otherwise collect and/or transport any municipal waste or any landscape waste within the village, or to advertise to provide any residential hauling service or any commercial hauling service, without having a valid waste hauler license as required by this article.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-49. - Term.

Each waste hauler license under this article shall be effective or renewed for a one-year period which commences on May 1 and expires on April 30 of the following year regardless of when issued.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-50. - License application.

(a) The director shall prepare and make available to any applicant an application form for such waste hauler license. Such application form shall include the following information:

- (1) Name, address and telephone number of the applicant;
- (2) Name of the manager of the applicant, if any;
- (3) Year, make, model, type, vehicle identification number and Illinois license plate registration of each collection vehicle to be operated by the applicant within the village;
- (4) Gross vehicle weight and capacity in cubic yards of each collection vehicle;
- (5) Type of material to be collected and hauled by each collection vehicle (e.g., municipal waste, landscape waste or both);
- (6) Proof of valid State of Illinois safety sticker as required by law for each collection vehicle; and
- (7) Certificate of insurance for any insurance required pursuant to section 28-54 of this article.

(b) Any licensee having a valid waste hauler license shall notify the director in writing within 14 days following a change in any information contained in such licensee's application, including any change in connection with the addition or deletion of any collection vehicle.

(c) A new application shall be required to be submitted to the director no later than April 15 of each year prior to issuance of a renewed waste hauler license under this article.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-51. - ~~Collection vehicle inspection permit required~~ State Safety Sticker to be displayed.

~~A collection vehicle inspection permit, issued by the village, is required and~~ The State of Illinois Safety Sticker shall be displayed on each collection vehicle used by any licensee for collection of municipal waste or landscape waste within the village. ~~Each such collection vehicle inspection permit shall be effective or renewed for a one-year period which commences on May 1 and expires on April 30 of the following year, regardless of when issued. Any such collection vehicle inspection permit may be issued upon an inspection by the director when any such collection vehicle is found to be in good working condition and in compliance with the provisions of this article.~~

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-52. - Facsimile or altered collection vehicle safety sticker ~~inspection permit.~~

(a) No licensee shall display on a collection vehicle either a facsimile or likeness of any collection vehicle safety sticker issued by the State of Illinois ~~inspection permit issued by the village.~~

(b) No licensee shall display on any collection vehicle a collection vehicle safety sticker issued by the State of Illinois ~~inspection permit issued by the village~~ which has been altered in any manner ~~without the express written authorization of the village~~.

(Ord. No. 2223, § 1, 4-13-201; Ord. No. 2436 , § 1, 8-11-20150)

Sec. 28-53. - Collection vehicle operating requirements.

(a) Each collection vehicle operating within the village shall be operated and maintained in accordance with all applicable federal, state and local laws.

(b) Each collection vehicle used for the collection or transportation of municipal waste or landscape waste within the village shall conform to the following requirements:

(1) Shall have the business name and telephone number clearly visible on both sides of such collection vehicle;

(2) Shall be kept in a neat, clean and sanitary condition, and shall be maintained so as not to become offensive to the sense of smell of a person of ordinary sensibilities; and

(3) Shall have and utilize a watertight bed or receptacle and be constructed and operated in such a manner that no portion of the contents conveyed therein shall be scattered or left in or upon any private or public property or any right-of-way.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-54. - Insurance requirements.

Any person required to have a waste hauler license under this article shall maintain in force and effect general liability insurance, vehicle liability insurance, worker's compensation insurance and unemployment insurance, with insurance companies licensed to do business in the State of Illinois and in such amounts as may be required by law. Upon request of the director, each such person shall produce evidence of such coverage.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-55. - Evacuation of contents.

It shall be unlawful for any person to fail to remove or evacuate any municipal waste from any collection vehicle within the village within a period of 24 hours after the collection or deposit of any such municipal waste into any such collection vehicle.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-56. - Disposal, transfer and storage.

(a) It shall be unlawful for any person to dispose of, transfer, or store municipal waste or landscape waste in any place within the village unless such location meets the applicable requirements of any federal, state or local law.

(b) Any person required to have a waste hauler license under this article shall transport and dispose of all municipal waste and landscape waste collected within the village to a facility licensed by the IEPA or to such other facility as may be authorized for such purposes by applicable law.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-57. - Service requirements.

(a) Each waste hauler offering to provide commercial hauling service within the village shall be required to offer and provide:

(1) Basic service for the collection of municipal waste no less frequently than once every seven calendar days;

- (2) Service for the collection of household appliances upon the request of any customer no less frequently than once every 30 calendar days; and
- (3) Service for the collection of landscape waste no less frequently than once every seven calendar days during the months of March to November, inclusive, upon the request of any customer.
- (b) Each waste hauler offering to provide commercial hauling service within the village shall provide customer service operations to receive requests for services or complaints and shall minimally maintain and staff customer service telephone lines on a local or toll-free basis between the hours of 8:00 a.m. to 5:00 p.m. on Monday through Friday of each week, excluding holidays.
- (c) Each waste hauler offering to provide commercial hauling service within the village shall be permitted to offer and provide additional levels of collection services, including greater frequencies of collection and additional quantities of collection.
- (Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-58. - Reserved.

Editor's note— Ord. No. 2436 , § 1, adopted Aug. 11, 2015, repealed § 28-58 entitled "Rates and daily collection route area," which derived from Ord. No. 2223, § 1, adopted Apr. 13, 2010.

Sec. 28-59. - License, vehicle permit inspection fee.

- (a) The annual fee for each waste hauler license ~~and for each collection vehicle inspection permit~~ shall be in such amounts established from time to time by the village board.
- (b) If a waste hauler license is suspended or revoked, no portion of such fee shall be returned or refunded to any such licensee.
- (Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-60. - License suspension.

The village president may suspend for not more than 30 days a waste hauler license for any one or more violations of this article within a 12-month period prior to any then current violation of this article.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-61. - License revocation.

- (a) The village president may revoke a waste hauler license for any one or more of the following reasons:
- (1) Two or more violations of this article within a 24-month period prior to the then-current violation of this article;
- (2) Two or more suspensions of such waste hauler license for any length of time for any violations of this article that occurred within a 24-month period prior to the then-current violation of this article; or
- (3) Any fraud, misrepresentation or false statement contained in any application for such waste hauler license ~~or for any commercial vehicle inspection permit~~ required by this article.
- (b) Any waste hauler whose license has been revoked may reapply for a waste hauler license not less than six months following the effective date of any such revocation of any such waste hauler license.
- (Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-62. - Administrative procedure.

- (a) No waste hauler license shall be suspended or revoked unless an administrative hearing open to the public is held. The licensee shall be given written notice, at least seven days prior to such hearing, informing the licensee of the date and time of any such hearing and the grounds for the proposed suspension or revocation. Such written notice shall be by personal service on the licensee, or by certified

mail addressed to the licensee at the address listed in the license application. The licensee shall be given a reasonable opportunity to appear and defend.

(b) The village president may appoint a hearing officer to hold any hearing to take evidence on whether or not to suspend or revoke a waste hauler license under this article; to hold any rehearing on such matters; and to make a recommendation as to findings of fact and any sanction to be imposed. In such event, the village president shall review the evidence and recommendations of the hearing officer and shall adopt, modify or reject any recommendations.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-63. - Exemptions.

The following shall be exempt from the provisions of this article:

(1) Any person who collects municipal waste or landscape waste from property owned, managed, leased or occupied by such person and who transports such materials directly to a facility licensed by the IEPA or to such other facility as may be authorized for such purposes by applicable law.

(2) Landscape companies and any person that collects only construction or demolition debris.

(3) Any person that collects used household appliances as a part of a transaction involving the sale of any household appliances.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-64. - General penalty.

Any person who violates any provision of this article shall be subject to penalties as provided in section 1-23. A separate offense shall be deemed committed on each day during or on which any violation of this article continues.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

ORDINANCE NO. 2668

**AN ORDINANCE
AMENDING CHAPTER 28 OF THE RANTOUL CODE BY AMENDING
ARTICLE III, ENTITLED “WASTE HAULER LICENSE”**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this ____ day of _____, 2021, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. _____

**AN ORDINANCE
AMENDING CHAPTER 28 OF THE RANTOUL CODE BY AMENDING
ARTICLE III, ENTITLED “WASTE HAULER LICENSE”**

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

Section 1. Adoption. That Chapter 28, entitled “Solid Waste,” of the Rantoul Code, as supplemented and amended, be and the same is hereby supplemented and amended by amending certain sections of Article III, entitled “Waste Hauler License” to provide as set forth in the title, headings, and text thereof as attached hereto and hereby incorporated herein by reference thereto, such that the text of those certain sections shall be as written in the attached.

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 _____ day of _____, 2021.

Village Clerk

APPROVED this _____ day of _____, 2021.

Village President

ARTICLE III – WASTE HAULER LICENSE

Sec. 28-51. State Safety Sticker to be displayed.

The State of Illinois Safety Sticker shall be displayed on each collection vehicle used by any licensee for collection of municipal waste or landscape waste within the village.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-52. - Facsimile or altered collection vehicle safety sticker.

(a) No licensee shall display on a collection vehicle either a facsimile or likeness of any collection vehicle safety sticker issued by the State of Illinois.

(b) No licensee shall display on any collection vehicle a collection vehicle safety sticker issued by the State of Illinois which has been altered in any manner.

(Ord. No. 2223, § 1, 4-13-2011; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-59. - License fee.

(a) The annual fee for each waste hauler license shall be in such amounts established from time to time by the village board.

(b) If a waste hauler license is suspended or revoked, no portion of such fee shall be returned or refunded to any such licensee.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

Sec. 28-61. - License revocation.

(a) The village president may revoke a waste hauler license for any one or more of the following reasons:

(1) Two or more violations of this article within a 24-month period prior to the then-current violation of this article;

(2) Two or more suspensions of such waste hauler license for any length of time for any violations of this article that occurred within a 24-month period prior to the then-current violation of this article; or

(3) Any fraud, misrepresentation or false statement contained in any application for such waste hauler license required by this article.

(b) Any waste hauler whose license has been revoked may reapply for a waste hauler license not less than six months following the effective date of any such revocation of any such waste hauler license.

(Ord. No. 2223, § 1, 4-13-2010; Ord. No. 2436 , § 1, 8-11-2015)

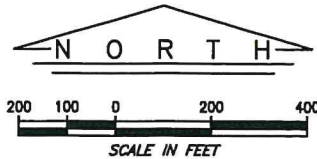
**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Ordinance No. 2669</u> , AN ORDINANCE AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS (801 Pacesetter Drive - Hangar 2)	DEPARTMENT: Administration
DATE: February 9, 2021	AMOUNT:
ATTACHMENTS: 1. Sales Agreement - Cover Sheet 2. Ordinance 2669 3. Sale Agreement (SRJ Services-(801 Pacesetter-Hangar 2)	ADMINISTRATIVE NOTES:
SUMMARY HIGHLIGHTS:	
RECOMMENDED ACTION:	
DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE <u> </u> OF <u> </u>
ITEM: Sale of 801 Pacesetter Dr. (Hangar 2)	DEPARTMENT: Public Works - Airport
AGENDA SECTION:	AMOUNT: \$225,000.00
ATTACHMENTS: ☐ ORDINANCE ☐ RESOLUTION ☒ OTHER (See Summary Highlights) ☒ SUPPORTING DOCUMENTS	DATE: February 5th, 2021
SUMMARY HIGHLIGHTS: This agenda item provides for the sale of the former base building Hangar 2 located at 801 Pacesetter Dr. This property consists of an approximately 99,950 square foot brick and steel building located on Lot 3 (16.67 acres) of the Minor Subdivision 1. It is currently used as cold storage. This building has been listed with Coldwell Banker since June of 2018. The Village has received one (1) formal bid from Maverick Pipe LLC in the amount of \$225,000. This amount is above fair market value as appraised by Webster & Associates. The sale of this building will continue the redevelopment efforts of the former base area. The new owner will look to renovate this building as necessary for use as a manufacturing plant for their business. The intended use is permitted under the I-1 Industrial Light District. The buyer intends to begin renovations immediately and their target date for operations to commence is late 2021. This property is currently within the Airport footprint and the Village holds title for this property. The FAA has released this property and a closing may occur under a normal timeline. There will be a down payment of \$5,000.00 which is to be held until the closing can occur. The proceeds from the sale will be earmarked for airport operations as required by FAA Grant Assurance 25 "Use of Airport Revenue".	
RECOMMENDED ACTION: Authorize the sale of the former base building Hangar 2 located at 801 Pacesetter Dr. in the amount of \$225,000.00.	
DEPARTMENT HEAD APPROVAL: Jacob D. McCoy, P.E.  Eric Vences 	VILLAGE ADMINISTRATOR: Scott Eisenhauer
AGENDA PAGE NUMBER: 1	



INDEX TO SHEETS

1. FINAL PLAT
2. LOTS 1 AND 2
3. LOTS 3 AND 4
4. LOTS 5, 6, 7, OUTLOT 5 AND OUTLOT 7
5. SURVEYOR'S REPORT

LOT SUMMARY:

LOT 1:	13.17 ACRES±
LOT 2:	11.34 ACRES±
LOT 3:	16.67 ACRES±
LOT 4:	14.79 ACRES±
LOT 5:	3.26 ACRES±
OUTLOT 5:	1.13 ACRES±
LOT 6:	10.12 ACRES±
LOT 7:	3.20 ACRES±
OUTLOT 7:	0.93 ACRES±
ROAD(S):	11.99 ACRES±
TOTAL:	86.60 ACRES±

I, EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR 2207, DO HEREBY DESIGNATE, IN ACCORDANCE WITH PAB7-0705 (THE PLAT ACT), THE VILLAGE OF RANTOUL, AS THE PERSON/ENTITY THAT MAY RECORD THIS TWO (2) SHEET FINAL PLAT OF WHICH A TRUE COPY HAS BEEN RETAINED BY ME TO ASSURE NO CHANGES HAVE BEEN MADE.

THIS PLAT PRESENTED FOR RECORDING BY THE VILLAGE OF RANTOUL.

RETURN TO:
BERNS, CLANCY AND ASSOCIATES, P.C.
405 EAST MAIN STREET
URBANA, ILLINOIS 61802

LEGEND

- 30 INCH LONG, 1/2 INCH DIAMETER IRON PIPE SURVEY MONUMENT SET WITH ALUMINUM CAP STAMPED "ILS 2006 2207"
- EXISTING IRON PIPE/PIN SURVEY MONUMENT FOUND
- CONCRETE NAIL SURVEY MONUMENT FOUND
- BRASS TABLET SURVEY MONUMENT FOUND
- PROPOSED TITLE LINE
- EXISTING BUILDING LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING FENCE LINE
- EXISTING MONITORING WELL
- EXISTING GAS METER
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- EXISTING POST INDICATOR VALVE
- EXISTING WATER METER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC MANHOLE
- EXISTING TELEPHONE PEDESTAL
- EXISTING TELEPHONE MANHOLE
- EXISTING ELECTRIC LIGHTING MANHOLE (HAND HOLE)
- EXISTING SPIGOT

- EXISTING CABLE TELEVISION PEDESTAL
- EXISTING STEAM MANHOLE
- EXISTING STORM SEWER MANHOLE (OPEN LID)
- EXISTING STORM SEWER MANHOLE (CLOSED LID)
- EXISTING STORM SEWER CLEANOUT
- EXISTING EXTENDED ARM POLE LIGHT
- EXISTING STORM SEWER CURB INLET
- EXISTING SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER CLEANOUT
- EXISTING UTILITY POLE/DOWN GUY/TRANSFORMER
- EXISTING BOLLARD
- EXISTING FIBER OPTIC MANHOLE (HAND HOLE)
- EXISTING UNDERGROUND ELECTRIC LINE (APPROXIMATE LOCATION)
- EXISTING ELECTRIC PEDESTAL
- EXISTING ELECTRIC TRANSFORMER
- EXISTING WATER MANHOLE
- EXISTING WATER LINE/SIZE (APPROXIMATE LOCATION)
- EXISTING GAS LINE/SIZE (APPROXIMATE LOCATION)
- EXISTING STORM SEWER LINE/SIZE (APPROXIMATE LOCATION)
- EXISTING SANITARY SEWER LINE/SIZE (APPROXIMATE LOCATION)
- EXISTING UNDERGROUND FIBER OPTIC COMMUNICATIONS LINE (APPROXIMATE LOCATION)
- UNDERGROUND UTILITY LOCATE MARK (APPROXIMATE LOCATION)
- POINT-OF-BEGINNING
- RECORD MEASUREMENT AND/OR DATA
- ARC MEASUREMENT
- RADIUS
- CHORD MEASUREMENT
- CHORD BEARING MEASUREMENT
- PROPOSED UTILITY EASEMENT LINE
- PROPOSED RIGHT-OF-WAY LINE
- DENOTES 90 DEGREE ANGLE
- DESTINATION OR DATA UNKNOWN
- WITNESS CORNER

OWNER:

VILLAGE OF RANTOUL
333 SOUTH TANNER STREET
RANTOUL, ILLINOIS 61866
PHONE: 217/893-1661
FAX: 217/892-5501

DEVELOPER:

VILLAGE OF RANTOUL
333 SOUTH TANNER STREET
RANTOUL, ILLINOIS 61866
PHONE: 217/893-1661

ENGINEER / SURVEYOR:

BERNS, CLANCY AND ASSOCIATES, P.C.
405 EAST MAIN STREET
POST OFFICE BOX 755
URBANA, ILLINOIS 61803-0755
PHONE: 217/384-1144
FAX: 217/384-3355

DRAINAGE STATEMENT

EDWARD L. CLANCY, ILLINOIS REGISTERED PROFESSIONAL ENGINEER, NO. 31344, AND VILLAGE OF RANTOUL, BEING OWNER(S) OF THE TRACT OF LAND SURVEYED AND PLATTED BY EDWARD L. CLANCY, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2207, TO BE AND BECOME KNOWN AS "MINOR SUBDIVISION 1 IN A PART OF SECTION 11 AND A PART OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS" (THE "SUBDIVISION"), DO HEREBY CERTIFY THAT TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF THE SUBDIVISION OR ANY PART THEREOF; OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE OWNER(S) HAS/HAVE A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE "SUBDIVISION".

DATED: 11/27/2017

DATED: 12/14/2017

Edward L. Clancy
ILLINOIS REGISTERED PROFESSIONAL ENGINEER NO. 31344
LICENSE EXPIRATION DATE: NOVEMBER 30, 2019.
OWNER
Charles Smith
VILLAGE OF RANTOUL



FINAL PLAT

MINOR SUBDIVISION 1

IN A PART OF SECTION 11 AND A PART
OF SECTION 2, TOWNSHIP 21 NORTH,
RANGE 9 EAST OF THE THIRD PRINCIPAL

MERIDIAN, VILLAGE OF RANTOUL,

CHAMPAIGN COUNTY, ILLINOIS

BERNS, CLANCY AND ASSOCIATES

ENGINEERS • SURVEYORS • PLANNERS

405 EAST MAIN STREET - POST OFFICE BOX 755

URBANA, ILLINOIS 61803-0755

PHONE: (217) 384-1144 - FAX: (217) 384-3355



JOB: 7449
FILE: 7449FP.DWG
DATE: 11/27/17
SHEET 1 OF 5

SIGNED AND SEALED NOVEMBER 27, 2017

Edward L. Clancy
EDWARD L. CLANCY, L.S., P.E., VICE PRESIDENT
BERNS, CLANCY AND ASSOCIATES, P.C.
ILLINOIS PROFESSIONAL LAND SURVEYOR 2207
LICENSE EXPIRATION: NOVEMBER 30, 2018
URBANA, CHAMPAIGN COUNTY, ILLINOIS
ILLINOIS PROFESSIONAL DESIGN FIRM 2999
LICENSE EXPIRATION: APRIL 30, 2019



APPROVED BY:

DATE: 12-11-17

DATE: 11/29/2017

DATE: 12-13-2017

ATTEST:

VILLAGE CLERK

BY: *Alfred H. Hyl*
DIRECTOR OF PUBLIC WORKS
BY: *Dennis Smith*
VILLAGE INSPECTOR / AS ZONING ADMINISTRATOR
BY: *K.J. Kule*
VILLAGE ATTORNEY

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

VILLAGE OF RANTOUL, CHAMPAIGN COUNTY, ILLINOIS,
AS SELLER

AND

SRJ SERVICES LLC,
AS BUYER

DATED AS OF FEBRUARY 1, 2021

This Instrument was prepared by:

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

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this “**Agreement**”), is dated for reference purposes only as of February 1, 2021, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (“**Seller**”) and SRJ Services LLC, a New Hampshire 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 801 Pacesetter Drive (Hangar 2), Rantoul, Illinois, which is more particularly described on Exhibit A attached hereto and made a part hereof (the “**Real Estate**”), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the “**Premises**”), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$225,000.00 as the total price for the Premises as follows:

- (a) Buyer has paid \$5,000.00 as earnest money to be deposited and held in the trust account of Coldwell Banker Commercial Devonshire Realty, Champaign, Illinois for delivery to Seller at the time of closing, and
- (b) the balance of the purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier’s check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Due Diligence.

- (a) For a period of 30 days from and after the Effective Date of this Agreement (the “**Due Diligence Period**”), Buyer and its agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the building, the parking lots, all structural and mechanical systems within the building, including, but not limited to, sprinkler systems, power lines and panels and plumbing; and (2) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Buyer’s criteria for purchase or operating of the Premises in the manner contemplated by Buyer, or if Buyer,

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

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

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

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

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

ARTICLE II

TITLE MATTERS

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

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of

record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises, including, but not limited to, all applicable covenants and restrictions contained in that certain Quit Claim Deed dated September 10, 2014, from the United States of America, acting by and through the Secretary of the Air Force, to the Village of Rantoul, a copy of which has been provided to or otherwise been made available to the Buyer.

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

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

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

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

ARTICLE III

REPRESENTATIONS AND OTHER OBLIGATIONS

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

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

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

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

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

ARTICLE IV

POST-CLOSING AND OTHER MATTERS

Section 4.1. Occupancy. Following the Closing, Seller, in its capacity as a municipal regulatory authority in connection with certain building and other life safety codes and ordinances (the **“Building Codes”**) shall permit Buyer to occupy those areas of the existing building located upon the Premises (the **“Building”**) that meet applicable Building Codes while the remainder of the Building is closed off and in the process of being renovated and repaired; compliance with all applicable Building Codes for the entire Building will not be required prior to occupancy of those areas of the Building that are in compliance.

Section 4.2. Utilities. Seller agrees to undertake the following at its sole cost and expense:

(a) to perform such testing and inspection of the water and sanitary service mains and lines serving the Building as may be necessary to verify that such water and sanitary sewer mains and lines are in serviceable condition as of the Closing; it being otherwise understood that Buyer shall be and remain responsible to maintain such water and sanitary sewer mains and lines; and

(b) to provide three phase 480v electrical service to the Building, such service to include the installation of a new 2500kva oil-filled transformer outside the west side of the Building’s electrical room, prior to the Closing.

ARTICLE V

DEFAULT

Section 5.1. 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 5.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the “**Non-Defaulting Party**”) may serve written notice of the Default upon the other party (the “**Defaulting Party**”), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

Section 5.3. 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 5.4. 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 VI

MISCELLANEOUS PROVISIONS

Section 6.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, which is attached hereto and made a part hereof) are the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

Section 6.2. 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 6.3. 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 6.4. 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 6.5. 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 6.6. 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 6.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

In the case of Buyer, to:
SRJ Services LLC
129 Shore Road
Gilford, NH 03249
Attn: Scott Johnson
Tel: (909) 855-3502

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 6.8. 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 6.9. 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 6.10. 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 6.11. 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 6.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

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

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

SRJ SERVICES LLC, AS BUYER

By: _____
Its _____

Date: _____

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

EXHIBIT A

Legal Description

Lot 3 of Minor Subdivision One in the Village of Rantoul, Champaign County,
Illinois

ORDINANCE NO. 2669

**AN ORDINANCE
AUTHORIZING AND APPROVING AN AGREEMENT FOR THE SALE
OF REAL ESTATE OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(801 Pacesetter Drive-Hangar 2)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is the owner of a certain parcel of real estate commonly known as 801 Pacesetter Drive (Hangar 2), Rantoul, Illinois, which is depicted on Exhibit A attached to the Agreement described below (the “**Real Estate**”); and

WHEREAS, the President and Board of Trustees (the “**Corporate Authorities**”) of the Village has determined that it is necessary, desirable and in the best interests of the Village to sell the Real Estate; and

WHEREAS, there has been presented to and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted the form of an Agreement for Sale of Real Estate (the “**Agreement**”) by and between the Village, as Seller, and SRJ Services LLC, as Buyer (the “**Buyer**”), under and by which such Buyer has agreed to purchase the Real Estate for \$225,000.00.

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

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

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

Section 3. That the conveyance of the Real Estate is hereby authorized to be made to the Buyer upon full and complete performance by the Buyer of its obligations under the Agreement, the Corporate Authorities hereby expressly finding that the Real Estate is no longer necessary for, useful to, or in the best interests of the Village to retain.

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

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

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

PASSED this 9th day of February, 2021.

Village Clerk

APPROVED this 9th day of February, 2021.

Village President

AGREEMENT FOR SALE OF REAL ESTATE

BY AND BETWEEN THE

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

AND

**SRJ SERVICES LLC,
AS BUYER**

DATED AS OF FEBRUARY 1, 2021

This Instrument was prepared by:

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

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR SALE OF REAL ESTATE, including Exhibit A, which is attached hereto and made a part hereof (collectively, this **“Agreement”**), is dated for reference purposes only as of February 1, 2021, by and between the Village of Rantoul, Champaign County, Illinois, an Illinois municipal corporation, as Seller (**“Seller”**) and SRJ Services LLC, a New Hampshire 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 801 Pacesetter Drive (Hangar 2), Rantoul, Illinois, which is more particularly described on Exhibit A attached hereto and made a part hereof (the **“Real Estate”**), together with all improvements and appurtenances thereon, (the Real Estate and any such improvements being, collectively, the **“Premises”**), upon the terms and conditions set forth in this Agreement.

Section 1.2. Purchase Price. Buyer agrees to pay to Seller \$225,000.00 as the total price for the Premises as follows:

- (a) Buyer has paid \$5,000.00 as earnest money to be deposited and held in the trust account of Coldwell Banker Commercial Devonshire Realty, Champaign, Illinois for delivery to Seller at the time of closing, and
- (b) the balance of the purchase price, adjusted by prorations and credits allowed the Parties by this Agreement, shall be paid to Seller at closing in cash, by cashier's check, by check issued by a lending institution, or other form of payment acceptable to Seller.

Section 1.3. Due Diligence.

- (a) For a period of 30 days from and after the Effective Date of this Agreement (the **“Due Diligence Period”**), Buyer and its agents and representatives shall be entitled to conduct an inspection of the Premises, which may include, but shall not be limited to, the rights to (1) enter on the Premises to perform inspections and tests, including, but not limited to, inspection, evaluation and testing of the heating, ventilation and air-conditioning systems and all components thereof, the roof of the building, the parking lots, all structural and mechanical systems within the building, including, but not limited to, sprinkler systems, power lines and panels and plumbing; and (2) make investigations with regard to zoning, environmental, building code and other legal requirements, including, but not limited to, an environmental assessment. If Buyer, in its sole and absolute discretion, determines that the results of any inspection, test or examination do not meet Buyer's criteria for purchase or operating of the Premises in the manner contemplated by Buyer, or if Buyer,

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

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

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

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

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

ARTICLE II

TITLE MATTERS

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

Section 2.2. Exceptions to Title.

(a) Permissible exceptions to title shall include only the lien of general taxes and special assessments, if any; zoning laws and building codes and ordinances; easements (apparent or of

record) which do not underlie any buildings; and covenants and restrictions of record which are not violated by the existing improvements or the present uses of the Premises and which do not restrict reasonable use of the Premises, including, but not limited to, all applicable covenants and restrictions contained in that certain Quit Claim Deed dated September 10, 2014, from the United States of America, acting by and through the Secretary of the Air Force, to the Village of Rantoul, a copy of which has been provided to or otherwise been made available to the Buyer.

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

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

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

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

ARTICLE III

REPRESENTATIONS AND OTHER OBLIGATIONS

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

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

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

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

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

ARTICLE IV

POST-CLOSING AND OTHER MATTERS

Section 4.1. Occupancy. Following the Closing, Seller, in its capacity as a municipal regulatory authority in connection with certain building and other life safety codes and ordinances (the **“Building Codes”**) shall permit Buyer to occupy those areas of the existing building located upon the Premises (the **“Building”**) that meet applicable Building Codes while the remainder of the Building is closed off and in the process of being renovated and repaired; compliance with all applicable Building Codes for the entire Building will not be required prior to occupancy of those areas of the Building that are in compliance.

Section 4.2. Utilities. Seller agrees to undertake the following at its sole cost and expense:

(a) to perform such testing and inspection of the water and sanitary service mains and lines serving the Building as may be necessary to verify that such water and sanitary sewer mains and lines are in serviceable condition as of the Closing; it being otherwise understood that Buyer shall be and remain responsible to maintain such water and sanitary sewer mains and lines; and

(b) to provide three phase 480v electrical service to the Building, such service to include the installation of a new 2500kva oil-filled transformer outside the west side of the Building’s electrical room, prior to the Closing.

ARTICLE V

DEFAULT

Section 5.1. 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 5.2. Remedies. Upon the occurrence of a Default, the party claiming the Default (the **“Non-Defaulting Party”**) may serve written notice of the Default upon the other party (the **“Defaulting Party”**), and if such Default is not corrected within ten (10) calendar days of the date of such notice, the Non-Defaulting Party may take one or more of the following actions: elect to treat this Agreement as cancelled and of no further force and effect; maintain a claim for monetary damages for breach of contract; maintain an action for specific performance; or maintain any other or different action or combination thereof as allowed by law.

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ARTICLE VI

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Section 6.1. Entire Agreement and Amendments. This Agreement (together with Exhibit A, which is attached hereto and made a part hereof) are the entire agreement between Seller and Buyer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, and may not be modified or amended except by a written instrument executed by both of the Parties.

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Section 6.5. 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 6.6. 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 6.7. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered, or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to Seller and Buyer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

In the case of Seller, to:
Village of Rantoul, Illinois
333 South Tanner Street
Rantoul, IL 61866
Attn: Airport Manager
Tel: (217) 892-6896

In the case of Buyer, to:
SRJ Services LLC
129 Shore Road
Gilford, NH 03249
Attn: Scott Johnson
Tel: (909) 855-3502

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.

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Section 6.10. 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 6.11. 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 6.12. Construction of Agreement. This Agreement has been jointly negotiated by the Parties and shall not be construed against either one of them because that party may have primarily assumed responsibility for preparation of this Agreement.

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

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

By: _____
Village President

ATTEST:

By: _____
Village Clerk

Date: _____

SRJ SERVICES LLC, AS BUYER

By: _____
Its _____

Date: _____

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

EXHIBIT A

Legal Description

Lot 3 of Minor Subdivision One in the Village of Rantoul, Champaign County,
Illinois

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

ITEM: Motion to pass <u>Resolution No. 2-21-1326</u> , A RESOLUTION ADOPTING THE CHAMPAIGN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN	DEPARTMENT: Police Department				
DATE: February 9, 2021	AMOUNT:				
ATTACHMENTS: 1. HMP Resolution-Feb 2021 2. Memo Attachment_Rantoul 3. Resolution 2-21-1326	ADMINISTRATIVE NOTES:				
SUMMARY HIGHLIGHTS: This request is for the Village of Rantoul Board of Trustees to adopt the Champaign County Multi-Jurisdictional Hazard Mitigation Plan Update (HMP). The Rantoul Board of Trustees has participated in regular updates of the HMP since 2008. By participating in the HMP update process and by adopting the updated HMP, the Village continues in good standing to be eligible for federal and state mitigation project grant funding, Rantoul residents remain eligible for lower flood insurance premiums, and other potential benefits. Prior Rantoul Board of Trustees Actions <table border="1" style="width:100%"><tr><td style="width:20%; text-align:center">9/8/2015</td><td>Resolution No. 9-15-1193 Adopting the Champaign County Multi-Jurisdictional Hazard Mitigation Plan</td></tr><tr><td style="text-align:center">9/8/2009</td><td>Resolution No. 9-09-1080 Adopting the Champaign County Multi-Jurisdictional Natural Hazard Mitigation Plan</td></tr></table>		9/8/2015	Resolution No. 9-15-1193 Adopting the Champaign County Multi-Jurisdictional Hazard Mitigation Plan	9/8/2009	Resolution No. 9-09-1080 Adopting the Champaign County Multi-Jurisdictional Natural Hazard Mitigation Plan
9/8/2015	Resolution No. 9-15-1193 Adopting the Champaign County Multi-Jurisdictional Hazard Mitigation Plan				
9/8/2009	Resolution No. 9-09-1080 Adopting the Champaign County Multi-Jurisdictional Natural Hazard Mitigation Plan				
RECOMMENDED ACTION:					

DEPARTMENT HEAD APPROVAL	VILLAGE ADMINISTRATOR

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE
CHAMPAIGN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”), with guidance of the Hazard Mitigation Planning Team, including the Rantoul Emergency Services and Disaster Agency Representative and facilitated by the Champaign County Department of Planning and Zoning, has prepared a five-year update to the Champaign County Multi-Jurisdictional Hazard Mitigation Plan (the “**Plan Update 2020**”); and

WHEREAS, the Plan Update 2020 has been prepared in accordance with the requirements of the Federal Emergency Management Agency at 44 C.F.R. 201.6; and

WHEREAS, the Village of Rantoul is a local unit of government, and has afforded citizens an opportunity to comment and provide input regarding the Plan Update 2020 and proposed actions in the Plan Update 2020; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Plan Update 2020 and affirm that the Plan Update 2020 should be updated no less than every five years; and

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

The Plan Update 2020 is hereby adopted as the Village’s Hazard Mitigation Plan and the Village agrees to execute the actions in the Plan.

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 held on the date set forth below.

PASSED this ____ day of _____, 2021.

Village Clerk

APPROVED this ____ day of _____, 2021.

Village President

Table 5-34: Primary Hazards of Concern to Village of Rantoul

1	Due to changing climate conditions over the next several years, the Village of Rantoul can expect to experience more frequent episodes of extreme precipitation, severe weather events, and extreme temperatures.
2	Flash flooding on paved impervious areas can occur due to more frequent extreme precipitation events.
3	The main threats posed by severe winter storms will be injuries or deaths from dangerously low temperatures and accidents, injuries, or fatalities from hazardous driving conditions.
4	Certain natural hazards (e.g., tornado or earthquake) may occur with little or no warning.
5	The unknown and unpredictable aspects of potential human-caused hazards (i.e., active shooter, cyberattack, or hazardous materials storage/transport release or spill) will continue.

Table 5-35: Prioritized Hazard Mitigation Actions for Village of Rantoul

Hazards Addressed	Priority	Hazard Mitigation Action		Status	Implementation Notes
SS, T	1	1)	Maintain Weather Warn System in all-call format to set off all tornado sirens when NWS issues a Tornado Warning for Village of Rantoul.	ONGOING	Polygonal Alerting System automatically activates sirens located inside NWS- designated area with an active tornado warning. Responsible Party: Village ESDA Representative, Police Department, Public Works Funding Source: Federal, state, local, or grant
All	1	2)	Maintain redundancy in power grid, capability of Village to generate its own power, and backup power generating capabilities for operation of the Village stormwater, wastewater, and municipal buildings.	ONGOING	Responsible Party: Village Public Works Department Funding Source: Federal, state, local, or grant
EH, SWS	1	3)	Identify cooling and warming shelters for vulnerable populations within the Village.	PENDING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant Suggested Timeframe: within 2 years of FEMA approval of HMP update

T, SS	1	4)	Encourage the construction of storm shelters for existing manufactured home developments. Require the construction of storm shelters for new manufactured homes.	PENDING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant Suggested timeframe: within 2 to 3 years of FEMA approval of HMP update
All	1	5)	Administer a rental inspection program to inspect all rental properties for structural weaknesses, overcrowding, utilities, and roofing.	ONGOING	Entering 13 th year of program implementation. Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant
F	1	6)	Participate in the National Flood Insurance Program.	ONGOING	Added as an ongoing mitigation action. Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant
T, SS, SWS, E, EH	1	7)	Require construction projects to conform to surge protection, energy efficiency, wind, snow load, and seismic provisions of the International Building and International Residential Codes.	ONGOING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant
T, SS	1	8)	Maintain advance warning sirens.	ONGOING	Responsible Party: Village ESDA representative, Police Department, and Public Works Department Funding Source: Federal, state, local, or grant
D, EH, F, SS, T	2	9)	Plant tree canopies to help manage storm water, air quality, reduce Co2, and to curb heat island effect in parking lots.	NEW	Responsible Party: Village Planning and Zoning Department, Village Board of Trustees Funding Source: Federal, state, local, or grant Suggested Timeframe: within 1-2 years of FEMA approval of HMP update
EH, F, SS	2	10)	Encourage developers to install green roofs and rain gardens.	NEW	Responsible Party: Village Planning and Zoning Department, Village Board of Trustees Funding Source: Federal, state, local, or grant Suggested Timeframe: within 2-4 years of FEMA approval of HMP update
D, EH, F, SS	2	11)	Encourage the use of native plantings and pest management practices to support pollinator, insect predator and bird habitats.	NEW	Responsible Party: Village Planning and Zoning Department, Village Board of Trustees, Village public Works Department Funding Source: Federal, state, local, or grant

					Suggested Timeframe: within 1-4 year of FEMA approval of HMP update
D	2	12)	Promote voluntary conservative water use measures to reduce potable water usage during times of drought.	NEW	Responsible Party: Village Planning and Zoning Department, Village Board of Trustees Funding Source: Federal, state, local, or grant Suggested Timeframe: within 2-4 years of FEMA approval of HMP update
All	2	13)	Encourage Village of Rantoul residents and businesses to purchase and use a NOAA all-hazard radio.	PENDING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local or grant Suggested Timeframe: within 1 year of FEMA approval of HMP update
All	2	14)	Maintain fiber optic connections to Village wastewater, stormwater, electric and municipal facilities to allow their remote operation in the event they become inaccessible.	ONGOING	Responsible Party: Village Public Works Department Funding Source: Federal, state, local, or grant
T, SS, SWS	2	15)	Conduct tree trimming and removal program in public right of way areas to prevent damage to overhead electric lines.	ONGOING	Responsible Party: Village Public Works Department Funding Source: Federal, state, local, or grant
T, SS, SWS	2	16)	Require new developments to bury electrical utilities underground.	ONGOING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant
T, SS, SWS	2	17)	Ensure that anchoring requirements are in place for mobile homes.	ONGOING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant
T, SS	2	18)	Notify ESDA Director, monitor Doppler radar, and send lookouts to monitor tornados when a Tornado Warning is issued.	ONGOING	Responsible Party: Village ESDA Representative, Village Police Department Funding Source: Federal, state, local, or grant
All	2	19)	Improve communication to population regarding preventative protective measures to take prior to occurrence of natural and human-caused hazards or threats featured in the HMP Update 2020.	ONGOING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant

E	2	20)	Conduct rapid visual screening to identify structural and non-structural hazards.	ONGOING	Partially begun, with plans to fully implement as resources allow. Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant
All	2	21)	Review International Building Codes for adoption by the Village as they are published every three years.	ONGOING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant
All	2	22)	Update Comprehensive Land Use Plan to include goals, objectives, and policies consistent with HMP goals and objectives.	PENDING	Responsible Party: Village Planning and Zoning Department, Village Board of Trustees Funding Source: Federal, state, local, or grant Suggested timeline: within 2 to 4 years of FEMA approval of update
F	2	23)	Require construction of detention basins pursuant to Village stormwater detention requirements.	ONGOING	Responsible Party: Village Inspection and Public Works Departments Funding Source: Federal, state, local, or grant
F	3	24)	Review costs and benefits of Village of Rantoul participation in FEMA Community Rating System voluntary incentive program.	PENDING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant Suggested Timeframe: within 2 to 3 years of FEMA approval of HMP update
T, SS, SWS, F	3	25)	Conduct quarterly meetings of storm drainage committee to identify, prioritize and oversee drainage improvements.	ONGOING	Responsible Party: Village Inspection Department Funding Source: Federal, state, local, or grant
T, SS	3	26)	Use public address systems in police and fire vehicles to warn citizens if the advance warning sirens fail.	ONGOING	Responsible Party: Village Police Department Funding Source: Federal, state, local, or grant

RESOLUTION NO. 2-21-1326

**A RESOLUTION ADOPTING THE
CHAMPAIGN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”), with guidance of the Hazard Mitigation Planning Team, including the Rantoul Emergency Services and Disaster Agency Representative and facilitated by the Champaign County Department of Planning and Zoning, has prepared a five-year update to the Champaign County Multi-Jurisdictional Hazard Mitigation Plan (the “**Plan Update 2020**”); and

WHEREAS, the Plan Update 2020 has been prepared in accordance with the requirements of the Federal Emergency Management Agency at 44 C.F.R. 201.6; and

WHEREAS, the Village of Rantoul is a local unit of government, and has afforded citizens an opportunity to comment and provide input regarding the Plan Update 2020 and proposed actions in the Plan Update 2020; and

WHEREAS, the President and Board of Trustees of the Village have reviewed the Plan Update 2020 and affirm that the Plan Update 2020 should be updated no less than every five years; and

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

The Plan Update 2020 is hereby adopted as the Village’s Hazard Mitigation Plan and the Village agrees to execute the actions in the Plan.

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 held on the date set forth below.

PASSED this 9th day of February, 2021.

Village Clerk

APPROVED this 9th day of February, 2021.

Village President