

**Rantoul Village Board of Trustees  
Regular Board Meeting  
July 8, 2008**

*Order of Business*

*Board Packet Page(s)*

1. **Call to Order – Mayor Williams**  
Invocation – Rev. Christopher King, Rantoul United Pentecostal Church  
Pledge of Allegiance  
Roll Call

2. **Approval of Agenda**

3. **Public Participation**

*Citizens wishing to address the Village Board with respect to any pending 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. Public comments will be limited to three minutes for each speaker.*

4. **Administrator Report**

5. **Approval of Bills**

**(A) Consent Agenda**

6. **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) Approval of Minutes, Regular Study Session, June 3, 2008
- B) Approval of Minutes, Regular Board Meeting, June 10, 2008
- C) Approval of Minutes, Special Board Meeting, June 26, 2008
- D) Approval of Minutes, Public Hearing, June 26, 2008
- E) Motion to maintain the confidentiality of all approved closed session records per semi-annual review of July 1, 2008

7. **Approval of Any Items Removed from Consent Agenda**

**(B) Consideration of Bids, Contracts & Other Items of Expenditure**

8. Motion to authorize the award of bid for new signage at the Rantoul Business Center to American Dowell, for the amount of \$10,750

**(B) Consideration of Bids, Contracts & Other Items of Expenditure (continued)**

9. Motion to waive the bidding procedures and to authorize the purchase of of a Live Scan Finger Printing System, for the amount of \$15,400 57
10. Motion to authorize the approval of Change Order No. 21 with Leander Construction in the amount of \$13,839.14, to address handrail modifications and roof repair work at the Water Treatment Plant reconstruction project 14-22
11. Motion to authorize the approval of an agreement with Gorski Reifsteck for the design and observation of roof replacement work at the Power Plant, in an amount not to exceed \$23,100 23-31
12. Motion to authorize the approval of an engineering contract with Donohue and Associates for design and construction oversight of a new sanitary sewer line from Murray Road to the Northwest Pump Station, for an amount not to exceed \$145,510 32-42
13. Motion to authorize the Mayor to sign a new contract with Nextel Partners for cell phone service 45
14. Motion to authorize the award of bid for roof repair at the Forum Fitness Center to Advanced Wayne Cain, in the amount of \$106,800 46-48
15. Motion to authorize the approval of Change Order No. 22 with Leander Construction in the amount of \$6,226.50, to address crack sealing of the filters at the Water Treatment Plant 52-56
16. Motion to authorize the renewal of a home construction incentive program

**(C) Consideration of Ordinances & Resolutions**

17. Motion to pass Ordinance No. 2150, AN ORDINANCE SUPPLEMENTING AND AMENDING SECTION 2.25 OF THE VILLAGE OF RANTOUL CODE BY ADDING A NEW RULE XIV – CONSIDERATION FOR FINAL ACTION 58
18. Motion to pass Ordinance No. 2151, AN ORDINANCE AMENDING CHAPTER 18 OF THE VILLAGE OF RANTOUL CODE BY ADDING A NEW SECTION 18.5.5, ENTITLED "SOUND AMPLIFICATION SYSTEMS ON THE PUBLIC WAY" 4-13, 59-60

**(C) Consideration of Ordinances & Resolutions (continued)**

- 19.** Motion to pass Ordinance No. 2152, AN ORDINANCE SUPPLEMENTING AND AMENDING SECTION 1-22, ENTITLED "MINIMUM FINE SCHEDULE FOR CERTAIN VIOLATIONS" OF THE VILLAGE OF RANTOUL CODE 61
- 20.** Motion to pass Ordinance No. 2153, AN ORDINANCE AMENDING ARTICLE IX OF CHAPTER 18 OF THE VILLAGE OF RANTOUL CODE IN CONNECTION WITH THE USE OF MOTOR VEHICLES FOR THE COMMISSION OF CERTAIN OFFENSES 4-13, 62-66
- 21.** Motion to pass Ordinance No. 2154, AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT (Briggs & Peters Subdivision) 50-51, 69-70
- 22.** Motion to pass Ordinance No. 2155, AN ORDINANCE REVISING THE ANNUAL BUDGET (General Corporate Fund) 49, 67-68

**(D) New Business**

*Discussion of any items of new business not listed upon the formal agenda. No formal action will be taken on these items during this proceeding.*

**(E) Announcements**

**(F) Adjournment**

- 23.** Motion to Adjourn

**Statement Regarding the Americans with Disabilities Act (ADA)**


*The Village of Rantoul wishes to ensure that its programs, services, and activities are accessible to individuals with disabilities. All Village Board meetings are wheelchair accessible. Persons with hearing difficulties may obtain auxiliary hearing aids available at each meeting upon request. Persons requiring additional assistance regarding accessibility issues should contact the Village Administrator's office at (217) 893-1661, x. 202. TTY users should call the Illinois Relay Center at 1-800-526-0844.*

*Citizens may visit our website at [www.village.rantoul.il.us](http://www.village.rantoul.il.us) to view live and archived video of all Village Board meetings. Citizens may also download complete Board packets containing information on all ordinances, resolutions and departmental requests under consideration by the Village Board each month.*

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

**PAGE \_\_\_ OF \_\_\_**

<b>ITEM: Engineering Services – Murray Rd Northwest Pump Station</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$145,510.00</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: June 19, 2008</b>
<p><b>SUMMARY HIGHLIGHTS:</b></p> <p>This Agenda Item provides for an engineering agreement with Donohue and Associates for the engineering costs to design and over see the construction of a new sanitary sewer line from north Murray Road to the Northwest Pump Station. This project had been identified in the long-term study as a means to provide relief to the existing gravity sanitary sewer line that at times has exceeded the sewers' capacity and has resulted in periodic surcharging of manholes and sanitary back-ups.</p> <p>In April 2008, the Village began the Request For Qualifications (RFQ) process and received five (5) quality proposals. These were reviewed, evaluated and ranked. The top three (3) scoring firms were subsequently interviewed and ranked. Based on the information provided and the interview, Donohue was selected and a contract has been negotiated.</p> <p>A copy of the proposal is attached for your review. The agreement provides for an itemed task list and the number of hours allocated to each task. A schedule of approximately 4 months is being established for the development of the study and design. Once completed, the Village will be in a position to advertise the project for construction. The cost associated with the design and construction was listed as bond related expenses as where the Water and Waste Water Plant improvements. The fee includes design, assistance in secure easements, and construction over site and represents approximately 10% of the expected project costs.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize the approval of an engineering contract with Donohue and Associates for the Design and Construction Over site in the amount not-to-exceed \$145,510.00.</p>	
<p><b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. </p>	<p><b>VILLAGE ADMINISTRATOR:</b></p>
<p><b>AGENDA PAGE NUMBER:</b></p>	



**ENGINEERING SERVICES AGREEMENT**

**Project: Murray Road Pump Station and Forcemain Project**

This Agreement is by and between:

**Village of Rantoul, Illinois (Owner)**  
P. O. Box 38  
Rantoul, IL 61866-0038

and

**Donohue & Associates, Inc. (Donohue)**  
115 North Neil Street, Suite 213  
Champaign, IL 61820-4080

Who agree as follows:

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

**APPROVED FOR:  
VILLAGE OF RANTOUL, ILLINOIS**

**APPROVED FOR:  
DONOHUE & ASSOCIATES, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Neal A. Williams

Printed Name: Joseph V. Pisula, P.E.

Title: Village President

Title: Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PART I**  
**PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING**

**A. PROJECT DESCRIPTION**

The Village of Rantoul owns and operates a public wastewater collection and transport system that conveys wastewater to its treatment plant on East Grove Avenue. On the west side of the Village, wastewater generated by the Rantoul Area Industrial Development (R.A.I.D.) is collected and pumped through a 10-inch force main under Interstate 57 to an existing gravity sanitary sewer that exists just north of the intersection of Murray Road and U. S. Route 136. In recent years, the Village's Public Works staff has observed that the wastewater flows in the sewered areas east of and downstream of this vicinity have been exceeding the sewers' capacity, resulting in periodic surcharging of manholes and basement back-ups.

In order to resolve this issue, the Village wishes to pick off the pumped flow from the R.A.I.D. site, divert it into a new sewage pump station and then convey that wastewater directly to the Village's existing Northwest Pump station, as shown in Exhibit "A" to this Agreement.

The Village wishes to retain Donohue & Associates, Inc. to first prepare a Conceptual Design Study to establish flows and loadings that are to be assigned to this station. Upon Village approval of the Conceptual Design Study, Donohue is to prepare plans, specifications, and contract bid documents in order for Owner to obtain bids for the project as described above. In addition, Donohue is to perform Bid Phase Assistance services and Construction-Related Services for the project. The following describes in detail the services that Donohue proposes for this project:

**B. SCOPE OF SERVICES**

1. Conceptual Design Phase Services

- a. To initiate the project, Donohue will prepare a detailed Project Work Plan that outlines the various design "blocks" and other portions of the work. Each segment of design work will be identified in the Project Work Plan and the design personnel's hours, work durations and deadlines will be identified in the plan and the plan will be configured to achieve the design milestones outlined in "Project Timing" section of this Agreement.
- b. Donohue's project manager will meet with the applicable Public Works Department staff in a Project Kick-Off Meeting. During said meeting, the Village will provide to Donohue the existing relevant project information and drawings, and the project team will review project goals and objectives and project schedule and will review the Donohue's detailed Project Work Plan.
- c. Donohue will review the new pump station's service area and will compile an assessment of future flows that will likely be generated by these areas.
- d. Donohue will coordinate with the Village to determine the rates of existing flows that are currently entering Manhole #827, located as shown in Exhibit "A". It is expected that pumped flow rates into the manhole will be determined by performing timed draw-down tests at each pump station that is west of and upstream of this manhole. If the Village desires to divert the existing flows that enter Manhole #827 from the gravity sewer entering from the south, those flows will be measured by a rented portable flow meter that will be rented from the Village.

- e. Using the flow data compiled above and using existing Village maps and USGS maps, Donohue will route sewers to the pump station for serving the vicinity, thereby coming up with up to three sanitary sewer master plan options for the area north of said pump station. Said plan will explore various combinations of gravity sewers and force mains, that area feasible for the area.
  - f. Review with the Village staff the draft sanitary sewer master plan options and revise the sewer and force main routings based on input from the Village. Compile a construction and operating cost opinion for each option and identify the most cost-effective option for the Village to execute.
  - g. Upon identification of the cost-effective option, Donohue will assist the Village in implementing such plan as desired by the Village. It is recommended that the Village begin easement acquisition work prior to authorizing final design, in order to minimize the possibility of re-design work (due to unforeseen circumstances such as the inability to secure easements on tracts of land that the pipelines were designed for.) It is understood that the Village will take a management role in easement acquisition, and that Donohue's assistance to the Village in that task will be rendered on an as-needed hourly rate basis that is above and beyond the not-to-exceed fee stated herein.
  - h. Compile a Conceptual Design Report that summarizes the findings of the work specified above. Said report will provide graphic layouts of the candidate sewer options and will compare the cost of each option. Review the report with the Village staff and receive Village comments. Incorporate comments and provide the Village with ten (10) copies of the final report.
2. Detailed Design Phase Services
- a. Meet with the applicable Public Works Department staff in a Project Kick-Off Meeting. During said meeting the project team will review project goals and objectives and project schedule and will review the Donohue's detailed Project Work Plan.
  - b. Utilizing the conceptual design data compiled in the Conceptual Design stage, Prepare a Project Basis of Design Report and review with Owner. Basis of Design will compute the pumping system curve and project design criteria. The report will also identify the suggested force main pipe types to be used, pump manufacturers and model, as well as the candidate design features and possible design options available for the station.
  - c. Compile a topographic survey as required to design the work. An Illinois Professional Land Surveyor employed by the ENGINEER will complete said survey. It is understood that topographic survey shall be limited to surveying for the pump station and only one of the force main options identified in Exhibit "A". Said option is to be selected during the Conceptual Design stage. Surveys for project additions and project modifications due to lack of easements and/or work required due to causes beyond the ENGINEER'S control shall be considered Additional Services. It is further understood that property surveys, legal surveys, easement preparation work, easement negotiations services, and title searches are considered Additional Services.
  - d. Develop the scope of services for the geotechnical investigations that are possibly required to design the work. OWNER will directly contract with the firms that provide these services, based on guidance from ENGINEER. OWNER will pay for the work by the firm that will perform the geotechnical investigations, with assistance from ENGINEER.

- e. Prepare 50% complete drawings and specifications. Said documents will consist of updated preliminary design criteria, preliminary design level drawings including to-scale pump station plan views, preliminary design level construction quantities and a preliminary cost opinion, along with process flow sheets and a listing of the recommended process equipment manufacturers for approval by OWNER.
  - f. Review with Owner the 50% complete documents and incorporate Owner's review comments.
  - g. Prepare 95% complete drawings and specifications. Furnish three copies of the 95% complete Bidding Documents to the Village for review. Drawings shall be 11" x 17" reduced-scale.
  - h. Conduct Final Review Meeting. The purpose of this meeting will be to discuss final design details and construction logistics and sequencing.
  - i. Based on the information contained in the Bidding Documents submitted to the Village for review, furnish a Final Opinion of Probable Construction Cost.
  - j. Revise the 95% complete Bidding Documents to incorporate the resolution of Village review comments.
  - k. Submit the Bidding Documents and the necessary permit forms to IEPA for review and approval.
  - l. Furnish the Village with three copies of the "as-bid" documents after approval by IEPA.
3. Easement Acquisition Assistance
- a. General: The sewer system improvements involved in the project will likely be constructed within tracts of land that are currently privately owned. In order to construct the work, permanent and temporary easements will need to be acquired from certain landowners. A preliminary review of the pump station and force main route has identified a total of twelve (12) parcels of land from which easements must be obtained. The Village wishes to retain Donohue to assist it in identifying the land being crossed and to assist the Village in acquiring the easements that will be needed to construct the Project.
  - b. Prior to initiating the detailed design, Donohue will obtain ownership record information of the tracts of land being crossed. Donohue's project manager and the applicable Village staff persons will then arrange to meet with these landowners to inform the landowners of the project scope and project need. At that time they will assess the probability of acquiring the easements from those landowners and they will receive landowner concerns to be addressed during the design and construction of the project.
  - c. Once the Village decides that a reasonable probability exists for acquiring the easements, Donohue will initiate the design as stated above. As part of the design, Donohue will complete a search of the applicable tracts' property records and title commitments will be acquired for each tract to be crossed.
  - d. Perform a boundary survey of the tracts to be crossed, whereby the property lines of the tracts in question will be field-located and/or established and monumented if needed. Input the boundary survey information into the topographic survey files, so that the legal boundaries are accurately depicted in the project design drawings.

- e. Utilizing the topographic and boundary survey files, compile and locate on the design drawings the reasonably needed permanent and temporary easements needed to construct the work. The design drawings (with proposed easements) will be reviewed with the Village staff for reasonableness, prior to assembling the draft easement documents.
- f. Compile permanent and temporary easement documents as needed to construct the work. As part of this effort, coordinate with the Village Attorney, to ensure that the proper form of easement document is utilized. Include an easement plat with each easement document, with the seal of an Illinois Professional Land Surveyor being applied to the plat.
- g. Review easement documents with Village staff during the Final Review meeting as described above and receive comments. Incorporate Village's comments and produce the final easement documents.
- h. Donohue's Project Manager shall then meet with the applicable land owners (maximum of 12) and negotiate the terms of the granting the easement. It is understood that Donohue is not authorized to commit funds in the negotiated easement agreement and that Donohue is to transmit Easement Grantor demands and requests to the Village staff for approval and/or follow-up counter-proposals.
- i. Upon execution of all Easements form Easement Grantors and only upon Village staff authorization to do so, record the permanent easements with the Champaign County Recorder's offices. Village will pay all recording fees, which will be treated as an Additional Service.

#### 4. Bid Phase Services

- a. Coordinate with the Village's Purchasing Director to obtain a bid date and bid number and provide the Bid Advertisement information needed to have the bid information posted on the Village web site.
- b. Furnish printed sets of the Bidding Documents to prospective Bidders. Each copy of the Bidding Documents shall include 11" x 17" reduced-scale drawings, Division 0 documents, and specifications. Bidders will pay all printing costs. Provide copies of the bidding documents at no cost to not more than two construction bidding plan rooms, to be selected by the Village.
- c. Maintain the project plan holder list and publish said list on Donohue's website.
- d. Transmit the Advertisement for Bids to two local newspapers (the Rantoul Press and the News-Gazette) and request that the advertisement be published two times prior to the opening of bids. Donohue will also request a Certificate of Publication from said newspapers.
- e. Prepare for and conduct one Pre-Bid Conference for the general construction contract.
- f. Respond to questions submitted by prospective Bidders.
- g. Prepare and distribute Addenda as appropriate to clarify, correct, or change the Bidding Documents.

- h. Donohue's project manager will attend the bid opening, assist the Village in receiving and evaluating the Bids.
  - i. Donohue will post the bid results on Donohue's website on the day of the bid opening.
  - j. Submit a letter of recommendation for award to the Owner.
  - k. Assemble the executed Notice of Award and submit to the successful bidder for the construction contract. Obtain bonds and Certificates of Insurance from said contractor and prepare Notice to Proceed for execution by the Owner and transmit to the Contractor.
5. Construction-Related Services
- a. Prepare for and conduct the Pre-Construction Conference.
  - b. Review process equipment and piping systems shop drawings, SCADA component shop drawings, and other required submittals.
  - c. Make periodic on-site observation visits to review contractor progress and quality of work. Observation will be conducted on a part-time basis. Observation is to be provided as follows: During the duration of the construction contracts of not more than four months (to Substantial Completion), observation services will be provided on an average of **two (2) days per week**. Additional observation trips will be provided at Donohue's standard rates of charges, plus expenses.
  - d. Review the contractor's pay estimates and make recommendations.
  - e. Request that the construction contractor submits partial and final lien waivers related to payments made by the Owner.
  - f. Attend a Substantial Completion meeting visit and assist with project start-up. Start-up assistance will be limited to not more than two (2) working days, including travel time to the project site.
  - g. Attend a Final Completion meeting/visit for the construction work.
  - h. Complete final pay estimate and complete closeout package for the construction contract.
  - i. Compile As-Built drawings in AutoCAD 2004 or later and submit two paper copies of the drawings to the Owner plus one CD of the AutoCAD drawings.

#### 6. Additional Services

Additional Services are considered to be work tasks that are possibly needed for the project, but which are excluded from the Basic Scope of Services described herein. These services are as follows:

- Easement preparation, plat preparation, and easement acquisition assistance for easements in excess of twelve (12) tracts of land.
- Recording fees for all easements.

- Cost of publishing bid advertisements in local newspapers. These costs are to be borne by the Village.
- Concrete and soils testing during construction. It is understood that said services will be furnished by the construction contractor.
- Construction work in the State of Illinois is subject to certain environmental laws pertaining to the presence of endangered species, wetlands, flood plains, historic preservation-related land uses, and archeological finds. The engineering fees quoted herein assume that the project as-designed will receive environmental sign-offs and/or approvals from the applicable State of Illinois agencies upon a mere letter form of notification of the project (with the identification of the project location) to those agencies. If the State of Illinois requires additional studies related to these issues, the completion of these studies will be considered an Additional Service.

### **C. PROJECT TIMING**

Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. The following schedule has been developed:

1. Submit the draft Conceptual Design Study to the Village staff within **45 calendar days** from the date of contract execution.
2. Submit Final Design Documents to Village for permit execution, within **90 calendar days** from the date of approval of the Conceptual Design Study and after Village provides authorization to complete the final design.

## **PART II OWNER RESPONSIBILITIES**

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

1. Identify a person (Pete Passarelli) authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, design and any other relevant studies and assessments.
3. Provide to Donohue existing information regarding the existence and locations of Village-owned utilities and other underground facilities.

**PART III  
COMPENSATION, BILLING AND PAYMENT**

A. Compensation as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost. The cost for these Basic Services will not exceed **\$145,510.00** without written approval from Owner. Said cost is broken down as follows:

• Conceptual Design Services =	\$ 5,800
• Design Phase Services, including topographic survey =	\$ 58,660
• Easement Acquisition Assistance =	\$ 27,150
• Bid Phase Services =	\$ 6,100
• Construction Related Services =	\$ 47,800

B. Donohue will bill Owner monthly, with net payment due in 30 days. When requested, Donohue will list the Owner's purchase order number on each invoice.

C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without authorization from Owner.

## PART IV STANDARD TERMS AND CONDITIONS

1. **STANDARD OF CARE.** Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue.

2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change, which shall be deemed accepted if not objected to within 15 days of receipt by Owner.

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

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

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

6. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination.

If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

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

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

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

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

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

11. **INDEMNIFICATION.** Donohue shall indemnify and save harmless Owner from and against loss, liability, claims, and damages sustained by Owner due to bodily injury or death to persons or damage to tangible property to the extent caused by the willful misconduct or negligence of Donohue, its agents, or employees.

To the fullest extent permitted by law, Owner shall defend, indemnify and save harmless Donohue, its agents, employees, and representatives from and against loss, liability, claims, and damages (including reasonable attorneys' and consultants' fees) arising from or relating to the Project in any way, except to the extent that such loss, liability, claims or damages are caused by the willful misconduct or negligence of Donohue, its agents or employees. Owner also agrees to require its construction contractor, if any, to include Donohue as an: a) indemnitee under any indemnification obligation to Owner; and b) additional insured under its Commercial General Liability policy.

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

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

Owner agrees that, to the fullest extent permitted by law, Donohue's total liability to Owner for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Donohue's negligence, errors, omissions, strict liability, or breach of contract, shall not exceed the total compensation received by Donohue under this Agreement. If Owner desires a limit of liability greater than that provided above, Owner and Donohue shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to Donohue for assumption of such additional risk.

**IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL DONOHUE BE LIABLE TO OWNER FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.**

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

14. **ELECTRONIC MEDIA.** Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. If there is a discrepancy between electronic files and printed copies, the printed copies govern.

Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

15. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties, except as provided in Paragraph 2.

16. **SUCCESSORS, BENEFICIARIES AND ASSIGNEES.** This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue.

The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

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

18. **STATUTE OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

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

20. **CONTROLLING LAW.** This Agreement is governed by the law of the state in which the Project is located.

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

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

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

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

*Date: August 2004*



**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

**PAGE OF 1 of 2**

<b>ITEM: Resignation of Community Development's Code Enforcement Specialist</b>	<b>DEPARTMENT: Community Development</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$0.00</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE: June 26, 2008</b>
<b>SUMMARY HIGHLIGHTS: With the resignation of both Community Development's employees, assistance is needed to complete departmental projects.</b>	
<b>RECOMMENDED ACTION: Rehire the Code Enforcement Specialist Position</b>	
<b>DEPARTMENT HEAD APPROVAL:</b>  Michael Loschen	<b>VILLAGE ADMINISTRATOR:</b>
<b>AGENDA PAGE NUMBER:</b>	

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

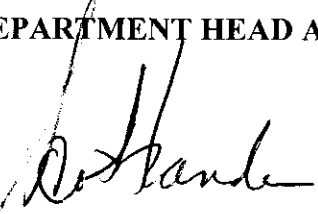
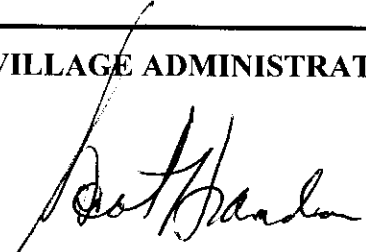
**PAGE 2 of 2**

<b>SUBJECT: Resignation of Community Development's Code Enforcement Specialist</b>	<b>DEPARTMENT: Community Development</b>
<p><b>BACKGROUND/DISCUSSION:</b> Within the past 4 months, both the Code Enforcement Specialist and the Community Development Compliance Officer have resigned their positions. After the Compliance Officer resigned, the Director and the Code Enforcement Specialist assumed her duties of housing rehabilitation, brownfield grant management, social service programming, and property acquisition/demolition. After the Code Enforcement Specialist leaves on June 27, 2008, I will be assuming his housing rehabilitation duties along with the duties of the Compliance Officer. I will need assistance in order to maintain grant compliance and complete all of the projects the department is responsible for.</p> <p>Assistance can come in several different forms. First, the Village can rehire the Code Enforcement Specialist position.</p> <p>Second, a construction management firm can be hired to oversee the housing rehabilitation program while I maintain responsibility of the property acquisition/demolition and social services programs. At any given time, the department has between 10-15 housing rehabilitation projects in progress. On average, we complete 5 full-home rehabilitations and 20 emergency rehabilitations annually.</p> <p>The third option would be to eliminate the housing rehabilitation program and spend our funds on fewer, but larger projects such as infrastructure or handicapped accessibility projects.</p> <p>My recommendation is to rehire the Community Development Code Enforcement Position.</p> <p>If the position is not refilled, additional village staff will need to be trained on HUD's Integrated Disbursement and Information System in order to maintain compliance with HUD's and the village's accounting policies.</p>	
<b>AGENDA PAGE NUMBER:</b>	

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM


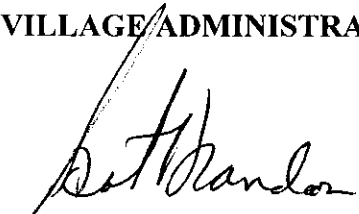
PAGE 1 OF 1

<b>ITEM: CELL PHONE SERVICE</b>	<b>DEPARTMENT: ALL</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT:</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE: 6/26/08</b>
<p><b>SUMMARY HIGHLIGHTS:</b> The Village has had cell phone service with Nextel for several years. They are a state bid contractor and are now able to provide governmental accounts discounts up to 25%. We would qualify for this discount. In addition, we can increase the number of monthly minutes in our basic package from 15,000 to 23,000 which would provide additional savings, since we are over our maximum minutes some months. The current contract is not expired. We would like to amend the contract to take advantage of the discount and additional minutes. We will also add additional phones for the Police Department. The proposed package would have a total monthly recurring charge of \$2,550.00, which is considerably less than our current charges. This would be a two year contract.</p>	
<p><b>RECOMMENDED ACTION:</b> Authorize Mayor or Comptroller to sign new contract with Nextel Partners for cell phone service.</p>	
<b>DEPARTMENT HEAD APPROVAL:</b> 	<b>VILLAGE ADMINISTRATOR:</b> 

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

<b>ITEM: FORUM ROOF REPLACEMENT</b>	<b>DEPARTMENT: RECREATION</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$106,800.00</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: 6/26/08</b>
<p><b>SUMMARY HIGHLIGHTS:</b> The roof on the gymnasium section of the Forum Fitness Center needs to be replaced. We advertised for bids and received six bids. The apparent low responsible bidder is Advanced Wayne Cain, with a bid of \$106,800.00. Our architects, Gorski Reifsteck have reviewed the bids and discussed the bid with Advanced. They are comfortable with the bid and recommend that the Village award the contract to Advanced Wayne Cain. (Please see attached letter and bid tabulation.) This project was budgeted at \$120,000 in the TIF Fund.</p>	
<p><b>RECOMMENDED ACTION:</b> Award Forum roof repair project to Advanced Wayne Cain in the amount of \$106,800.00.</p>	
<b>DEPARTMENT HEAD APPROVAL:</b> 	<b>VILLAGE ADMINISTRATOR:</b> 



**Gorski Reifsteck**  
**ARCHITECTS**

---

909 ARROW ROAD  
LINCOLNSHIRE CENTER, SUITE # 4  
CHAMPAIGN, ILLINOIS 61821

PHONE: 217-351-4100  
FAX: 217-351-4111

June 26, 2007

Mr. Cedric Thomas, Purchasing  
Village of Rantoul  
333 S. Tanner Street  
PO Box 38  
Rantoul, IL 61866

Re: Roof Replacement  
The Forum  
Rantoul, IL 61866

Dear Mr. Thomas,

Bids were received yesterday for the above referenced project (see attached bid tabulation sheet). Advanced Wayne Cain is the apparent low responsible bidder at \$106,800. I have discussed their bid with them and they are comfortable with their bid and wish to enter into an agreement with the Village of Rantoul for this project. They have indicated that they will start within two weeks from the notice to proceed and will have no problem meeting the August 31, 2008 completion date identified in the contract documents.

We have worked with Advanced Wayne Cain in the past and found them to be competent and very responsive. Based upon the above, I recommend that the Village of Rantoul enter into an agreement with Advanced Wayne Cain for the Forum Roof Replacement.

Sincerely,

Stasz Gorski, AIA  
Gorski Reifsteck Architects  
STG:kvgg

Division General

**Rantoul Forum Roof Center**

Architects:  
Gorski Reifsteck

Bid Opening  
June 25, 2008  
2:00pm

The Forum Center, Rantoul

Bidder's Name	Bid Deposit/ Check Number	Signed	Addenda # 1 Received	Base Bid
Union Roofing	BB	yes	yes	\$119,597.00
Ed Cain	BB	yes	yes	\$115,840.00
Advanced	BB	yes	yes	\$106,800.00 *
Bennett and Brousseau	BB	yes	yes	\$146,500.00
Industrial Roofing	BB	yes	yes	\$138,800.00
Top Quality	BB	yes	yes	\$142,000.00

I hereby do certify that the bids submitted by the bidders whose names are recorded above were opened, read and recorded at the place and time specified in the bid information.

Architect/Engineer

*Kevin Smith*

~~Contract~~

*Callie Searles*  
Project Administrator



ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
APPROVING AN ANNEXATION AGREEMENT  
(BRIGGS AND PETERS SUBDIVISION)

**WHEREAS**, R. Peters Farms, Inc., an Illinois corporation, as owner (the “**Owner**”) has expressed an intention to annex certain territory within one and one-half miles of the corporate limits of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), to the Village; and

**WHEREAS**, the form of a certain Annexation Agreement dated as of May 1, 2008 (the “**Annexation Agreement**”) by and between the Village and the Owner has been presented to and is now before the meeting of the President and Board of Trustees (the “**Corporate Authorities**”) of the Village at which this Ordinance is adopted; and

**WHEREAS**, the Annexation Agreement and the recording thereof are in compliance with the approval of the Final Plat for Fitton Subdivision, which was approved under and pursuant to Ordinance No. 2141, passed and approved on June 10, 2008; and

**WHEREAS**, under and pursuant to Division 15.1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.), as supplemented and amended, the Corporate Authorities have fixed a time and held a public hearing upon the Annexation Agreement at 6:10 p.m. on July 1, 2008, notice of such public hearing having been given not more than thirty (30) nor less than fifteen (15) days before the date fixed for such public hearing by publication on June 4, 2008, in the *Rantoul Press*, a newspaper published and having a general circulation within the Village.

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

**Section 1. Approval.** The form of the Annexation Agreement be and the same is hereby approved.

**Section 2. Authority to Execute and Record Annexation Agreement.** The Village President and the Village Clerk are hereby authorized to execute the Annexation Agreement for and on behalf of the Village, with such changes therein as may be authorized by such Village President. Upon the receipt from the Owner of the correct fee to record the Annexation Agreement in the office of the Recorder of Deeds, Champaign County, Illinois, (the “**Recorder**”), the Village Clerk, or his designee, shall record or cause to be recorded the Annexation Agreement in the office of the Recorder.

**Section 3. Supplemental Authority.** 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 to record, if appropriate, all such supplemental documents and instruments as may be necessary to carry out the intent and accomplish the purposes of this Ordinance in order to comply with and make effective the provisions of the Annexation Agreement, as approved or required by this Ordinance.

**Section 4. Effective Date.** This Ordinance shall become effective immediately upon its passage and approval as required by law.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by a roll call vote of two-thirds of the Corporate Authorities then holding office as follows:

“Ayes” \_\_\_\_\_  
“Nays” \_\_\_\_\_  
“Absent” \_\_\_\_\_

**PASSED** this 8th day of July, 2008.

\_\_\_\_\_  
Village Clerk


**APPROVED** this 8th day of July, 2008.

\_\_\_\_\_  
Village President

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

**AGENDA ITEM**

**PAGE \_\_\_ OF \_\_\_**

<b>ITEM: Reconstruction of Water Treatment Plant - Change Order #22</b>	<b>DEPARTMENT: Public Works</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$6,226.50</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> <b>ORDINANCE</b> <input type="checkbox"/> <b>RESOLUTION</b> <input checked="" type="checkbox"/> <b>OTHER (See Summary Highlights)</b> <input checked="" type="checkbox"/> <b>SUPPORTING DOCUMENTS</b>	<b>DATE: July 3, 2008</b>
<b>SUMMARY HIGHLIGHTS:</b>  <p>Change Order #22 addresses an unforeseen condition in the East Water Treatment Plant Filters. In June, the contractor began back-filling against the exterior of the filter walls at the time of heavy rains. At that time, vertical cracks in the middle of the four (4) filters were found to be weeping groundwater from outside into the filters. The cracks are in the center portion of the filters at a point below the water line so they are not visible when the filters are in use. The pressure of the water inside the filter may ultimately offset any infiltration, but the cracks should be pressure grouted to ensure proper sealing. The contractor (Leander Construction) has had some difficulty in finding a suitable sub-contractor to perform the work, but now has pricing in the amount of \$6,226.50. The work will be performed in accordance with the procedures and materials indicated in the attached specification section 03926 and this will ensure that there is no cross-contamination of the finished water from outside infiltration.</p>	
<b>RECOMMENDED ACTION:</b> Approve the authorization of Change Order #22 in the amount of \$6,226.50.	
<b>DEPARTMENT HEAD APPROVAL:</b> G. Gregory Hazel, P.E. 	<b>VILLAGE ADMINISTRATOR:</b>
<b>AGENDA PAGE NUMBER:</b>	



115 NORTH NEIL STREET, SUITE 213

CHAMPAIGN, IL 61820

PHONE 217-352-9990

FAX 217-352-9942

June 12, 2008

Leander Construction, Inc.  
P. O. Box 345  
Canton, IL 61520

Attention: Chris Booher

Re: Village of Rantoul  
East Water Treatment Plant Reconstruction Project  
Donohue No. 11129  
**RFPCO #027 – Pressure Grouting, South Walls of East Filter #2 and #3**

Dear Chris:

Earlier this week it was discovered that the south exterior concrete walls of the East Filters have shown active leakage of groundwater infiltration through them. As the photos on the attached page show, there are vertical cracks in East Filters #2 and #3 (the middle units), which are allowing groundwater to leak into the filters. This groundwater infiltration is a potential cause for cross-contamination of the finished water being processed by the East Plant and the Village wishes to eliminate this source of possible contamination.

The Village has requested that Donohue relay the Village's request that Leander provide the Village with a proposal for repairing these cracks. The cracks should be pressure-grouted, in accordance with the procedures and materials indicated in the attached specification section 03926. Since only East Filters #2 and #3 have been seen to be actively leaking, then those units should be pressure grouted.

Donohue requests that Leander provide a priced proposal for this work, in a manner to stop the leakage. Please provide pricing for this additional unforeseen work as described herein. Please contact me at 217-352-9990 if you have any questions about this request.

Very truly yours,

**DONOHUE & ASSOCIATES, INC.**

A handwritten signature in black ink that reads "Joe V. Pisula".

Joseph V. Pisula, P.E.

PHOTO 027-A  
Looking south at groundwater leakage into  
East Filter #2

(RFPCO #027)

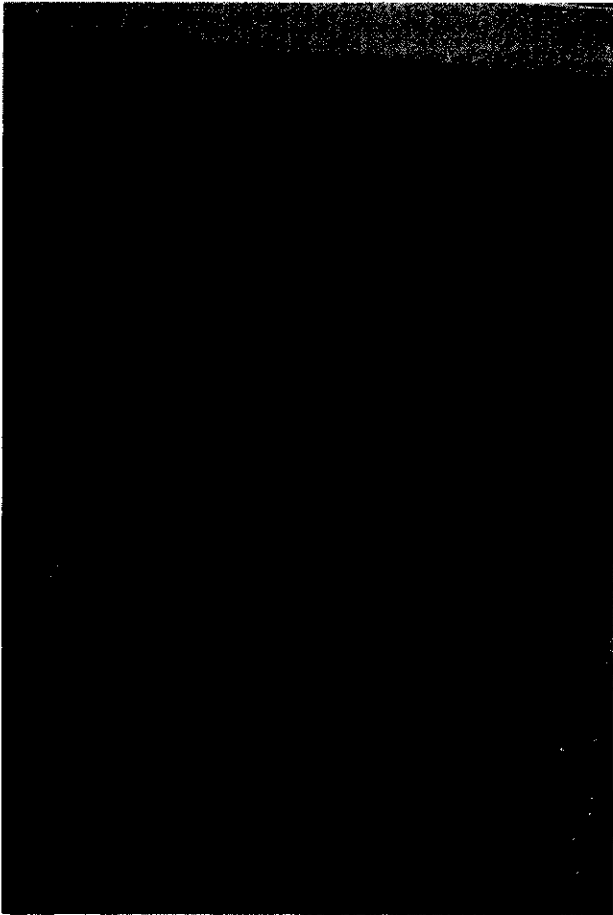
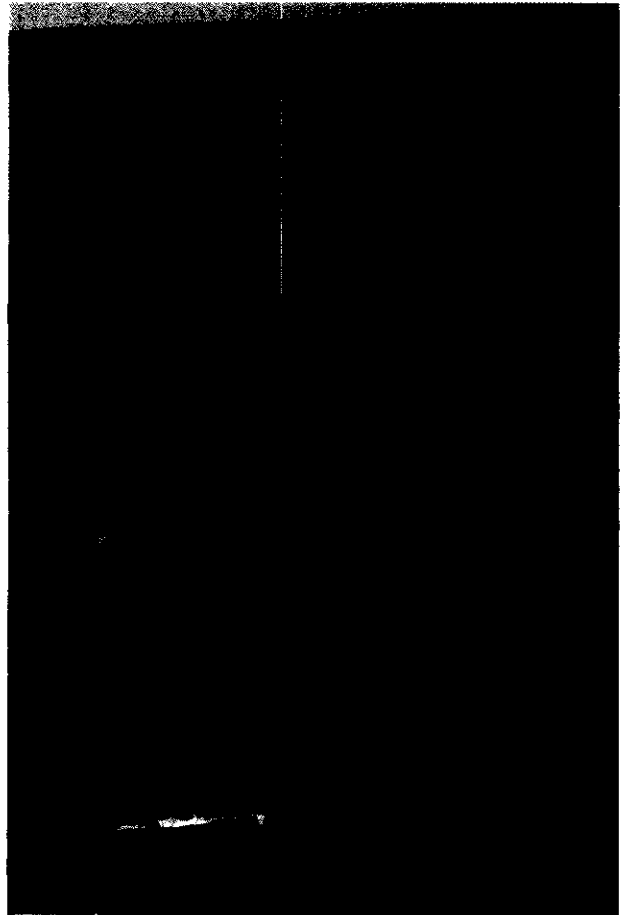


PHOTO 027-B  
Looking south at groundwater leakage into  
East Filter #3

(RFPCO #027)

SECTION 03936  
FOAM INJECTION

**PART 1 – GENERAL**

1.01 SUMMARY

- A. Provide pressure injection of existing concrete with hydrophilic liquid foam at locations where shown on Drawings or otherwise directed by ENGINEER, as specified herein, and as needed for a complete and proper installation.

1.02 SUBMITTALS

- A. Product Data:
  - 1. Foam manufacturer's literature.
- B. Miscellaneous Submittals:
  - 1. Statement detailing CONTRACTOR/Subcontractor previous experience and personnel performing comparable Work.
  - 2. Proposed technique and equipment.
- C. Submit in accordance with Section 01330.

1.03 QUALITY ASSURANCE

- A. CONTRACTOR/Subcontractor shall have successfully used injection process on min of 5000 lin ft over past 5 yrs.

**PART 2 – PRODUCTS**

2.01 MATERIALS

- A. Manufacturers:
  - 1. Scotch-Seal Brand Chemical Grout 5600 by 3M.
  - 2. Coneresive 1230 by Master Builders.
  - 3. SikaFix by Sika Corp.
- B. Liquid that when it comes in contact with water, expands and quickly cures to tough, flexible, closed cell, polyurethane foam.
- C. Cured foam shall be low in toxicity, noncorrosive, and approved by EPA for contact with potable water.

**PART 3 – EXECUTION**

3.01 GENERAL

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

- B. Inject cracks with foam in accordance with foam manufacturer's recommendations and as specified herein.

### 3.02 EQUIPMENT

- A. Equipment used to meter and inject components into crack shall provide positive ratio control of proportions.
- B. Pumps shall be capable of discharging components at pressure up to 2500 psi.
- C. Hoses, gauges, and injection ports shall be as recommended by foam manufacturer.

### 3.03 PREPARATION

- A. Clean surfaces of cracks of dirt, dust, grease, oil, efflorescence, or other foreign matter.
- B. Drill injection holes at approximately 45° angle intersecting crack at approximately middle of structural element. Locate holes along crack as required so foam flows from adjacent ports during injection. Space as recommended by foam manufacturer.
- C. Install injection ports into holes. Flush crack clean with water to remove drilling dust.

### 3.04 FOAM INJECTION

- A. Pump foam material into first/lowest port with suitable mechanical injection equipment. Maintain slow, steady pressure rather than rapid build-up of pressure. Use the least amount of pressure required to completely penetrate the crack.
- B. Pump until foam material reaches the next port and pure resin is leaking from the crack or good quality foam has appeared on the surface of the crack. Move to next port and follow same procedure until length and width of crack is injected.
- C. Perform injection continuously until complete crack is injected.

### 3.05 FIELD QUALITY CONTROL

- A. At completion of injection, if cracks or portion of cracks are not completely sealed, re-inject ports or spot drill and inject areas until entire crack is sealed.

### 3.06 FINISHING


- A. Upon satisfactory completion of injection, remove injection ports and excess foam from surface, and repair and finish surface as specified in Section 03300.

END OF SECTION

**BOARD OF TRUSTEES  
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

<b>ITEM: Live Scan Finger Printing System</b>	<b>DEPARTMENT: Police</b>
<b>AGENDA SECTION:</b>	<b>AMOUNT: \$15,400</b>
<b>ATTACHMENTS:</b> <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	<b>DATE: June 23, 2008</b>
<b>SUMMARY HIGHLIGHTS: Permission to wave bidding process and purchase Live Scan Finger Printing System. (Department has received a grant in the amount of \$11,075.00 for the system.)</b>	
<b>RECOMMENDED ACTION:</b>	
<b>DEPARTMENT HEAD APPROVAL:</b> 	<b>VILLAGE ADMINISTRATOR:</b>
<b>AGENDA PAGE NUMBER:</b>	

**ORDINANCE NO. 2150**

**AN ORDINANCE  
SUPPLEMENTING AND AMENDING SECTION 2.25  
OF THE VILLAGE OF RANTOUL CODE BY ADDING  
A NEW RULE XIV - CONSIDERATION FOR FINAL ACTION**

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

That Section 2.25, entitled "Rules and Order of Business" of Chapter 2, entitled "ADMINISTRATION", of the Village of Rantoul Code-1977, as supplemented and amended, be and the same is hereby further supplemented and amended by adding a new Rule XIV - Consideration for Final Action, which shall provide as follows:

**Rule XIV – Consideration for Final Action.** No item on the agenda of a regular meeting of the Board shall be considered for final action at such regular meeting unless: (i) such item was presented and discussed at any prior regular, special or executive meeting of the Board; (ii) such item was presented and discussed in a written report or memorandum received by the members of the Board at least 48 hours prior to such regular meeting; or (iii) such item is retained on the agenda for final action by the affirmative vote of not less than a majority of the members of the Board who are present and voting.

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

**PASSED** this 8th day of July, 2008.

\_\_\_\_\_  
Village Clerk

**APPROVED** this 8th day of July, 2008.

\_\_\_\_\_  
Village President

**ORDINANCE NO. 2151**

**AN ORDINANCE  
AMENDING CHAPTER 18 OF THE VILLAGE OF RANTOUL  
CODE BY ADDING A NEW SECTION 18.5.5, ENTITLED  
“SOUND AMPLIFICATION SYSTEMS ON THE PUBLIC WAY”**

**VILLAGE OF RANTOUL  
CHAMPAIGN COUNTY, ILLINOIS**

**CERTIFICATE OF PUBLICATION**

Published in pamphlet form this 8th day of July, 2008, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

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Village Clerk

**ORDINANCE NO. 2151**

**AN ORDINANCE  
AMENDING CHAPTER 18 OF THE VILLAGE OF RANTOUL  
CODE BY ADDING A NEW SECTION 18.5.5, ENTITLED  
“SOUND AMPLIFICATION SYSTEMS ON THE PUBLIC WAY”**

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

**Section 1.** That Article V, entitled “OFFENSES AGAINST PUBLIC PEACE” of Chapter 18, entitled “Miscellaneous Offenses”, of the Village of Rantoul Code-1977, as supplemented and amended, be and the same is hereby further supplemented and amended by adding to such Article a new Section 18.5.5, entitled “Sound Amplification Systems on the Public Way”, which shall provide as follows:

**Sec. 18.5.5 Sound Amplification Systems on the Public Way.**

It shall be unlawful for any person to play, use, operate or permit to be played, used or operated any radio, tape recorder, cassette player, device for receiving broadcast sound or reproducing recorded sound, or any other sound amplification system if the device is located on a public way or in any motor vehicle on the public way and such sound can be heard from a distance of 75 feet or more. This Section does not apply to: (1) any authorized emergency vehicles or (2) any sound amplification system which is being operated to request assistance or warn of a hazardous condition or (3) any sound amplification system which is being operated in connection with any public event authorized, licensed or otherwise sanctioned by the Village.

**Section 2. Effective Date.** The provisions of this Ordinance shall become effective ten (10) days following its passage, approval and publication as required by law.

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

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

**PASSED** this 8th day of July, 2008.

\_\_\_\_\_  
Village Clerk

**APPROVED** this 8th day of July, 2008.

\_\_\_\_\_  
Village President

**ORDINANCE NO. 2152**

**AN ORDINANCE  
SUPPLEMENTING AND AMENDING SECTION 1-22, ENTITLED “MINIMUM FINE  
SCHEDULE FOR CERTAIN VIOLATIONS” OF THE VILLAGE OF RANTOUL CODE**

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

That Sec. 1-22, entitled “Minimum fine schedule for certain violations” of Chapter 1, entitled “General Provisions”, of the Village of Rantoul Code-1977, as supplemented and amended, be and the same is hereby further supplemented and amended by adding the following minimum fines for violations of Section 18.5.5 of this Code:

**Sec. 1-22. Minimum fine schedule for certain violations.**

The minimum fine for violating certain Sections of this Code shall be as follows:

Section	Section Title	Minimum Fine
Chapter 18 – Miscellaneous Offenses		
18.5.5	Sound amplification systems on the public way	
	1 <sup>st</sup> offense	\$150.00
	2 <sup>nd</sup> offense	\$250.00

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

**PASSED** this 8th day of July, 2008.

\_\_\_\_\_  
Village Clerk

**APPROVED** this 8th day of July, 2008.

\_\_\_\_\_  
Village President

**ORDINANCE NO. 2153**

**AN ORDINANCE  
AMENDING ARTICLE IX OF CHAPTER 18 OF THE  
VILLAGE OF RANTOUL CODE IN CONNECTION WITH THE  
USE OF MOTOR VEHICLES FOR THE COMMISSION OF CERTAIN OFFENSES**

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

That Article IX, entitled "USE OF MOTOR VEHICLES FOR THE COMMISSION OF CERTAIN OFFENSES", of Chapter 18, entitled "Miscellaneous Offenses", of the Village of Rantoul Code-1977, as supplemented and amended, be and the same is hereby further supplemented and amended to provide as follows:

**ARTICLE IX**

**USE OF MOTOR VEHICLES FOR THE COMMISSION OF CERTAIN OFFENSES**

**Section 18.9.1. Definitions.**

For purposes of this Article, and the interpretation and enforcement thereof, the capitalized words, terms and phrases set forth below shall have these meanings respectively ascribed to them in this Section as follows:

(a) **"Motor Vehicle"** means every vehicle which is self-propelled, including but not limited to automobiles, trucks, vans, motorcycles, and motor scooters.

(b) **"Owner of Record"** means, collectively, the record title holder or holders of the Motor Vehicle.

**Section 18.9.2. Violations; exceptions.**

(a) The Owner of Record of any Motor Vehicle shall be liable to the Village for an administrative penalty in the amount of Five Hundred Dollars (\$500.00), plus any applicable towing and storage fees payable to a towing agent, whenever any such Motor Vehicle is used in the commission of any of the following offenses:

(1) the knowing possession of cannabis as provided in Section 4 of the Cannabis Control Act (720 ILCS 550/4) or the knowing possession of a controlled substance in violation of Section 402 of the Illinois Controlled Substances Act (720 ILCS 570/402).

(2) the knowing possession of an item of drug paraphernalia in violation of Section 3.5 of the Drug Paraphernalia Control Act (720 ILCS 600/3.5).

(3) driving under the influence of alcohol, drugs and/or intoxicating compounds in violation of Section 11-501 of the Illinois Vehicle Code (625 ILCS 5/11-501).

(4) driving at a time when the driver does not have a valid license or permit in violation of Section 6-101 of the Illinois Vehicle code (625 ILCS 5/6-101) or when the driver's license, permit or privilege to operate a Motor Vehicle is suspended or revoked in violation of Section 6-303 of the Illinois Vehicle Code (625 ILCS 5/303).

(5) fleeing or attempting to elude a police officer in violation of Section 11-204 of the Illinois Vehicle Code (625 ILCS 5/11-205).

(6) the commission of an offense involving a weapon in violation of Article 24 of the Criminal Code of 1961 (720 ILCS 5/24-1 et seq.).

(7) playing, using or operating a sound amplification system in violation of Section 18.5.5 of this Code.

Any Motor Vehicle used in the commission of any such violation shall be subject to seizure and impoundment as provided in this Article.

(b) For purposes of this Section, a Motor Vehicle is not considered to have been used in a violation that would render such Motor Vehicle eligible for seizure and impoundment if: (1) the Motor Vehicle used in the violation was stolen at the time and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered or reasonably should have been discovered; (2) the Motor Vehicle was operating as a common carrier and the violation occurred without the knowledge of the person in control of the Motor Vehicle; or (3) the alleged Owner of Record provides adequate proof that the Motor Vehicle had been sold to another person prior to the violation.

**Section 18.9.3. Seizure and impoundment.**

Whenever a police officer has probable cause to believe that a Motor Vehicle is subject to seizure and impoundment pursuant to Section 18.9.2 of this Article, such police officer shall provide for the towing of such Motor Vehicle to a facility designated by the Village. Before or at the time the Motor Vehicle is towed, the police officer shall notify the Owner of Record or the person in control of the Motor Vehicle at the time of the alleged violation, whichever is present if there is such a person, of the fact of the seizure and impoundment and of the right of the Owner of Record to request a vehicle impoundment hearing under this Article.

**Section 18.9.4. Notice.**

Within 72 hours after a Motor Vehicle is seized and impounded pursuant to Section 18.9.3 of this Article, the police department shall notify by certified mail the Owner of Record and any lien holder of record of the fact of the seizure and impoundment and the right to request a Motor Vehicle impoundment hearing under this Article. However, no such notice need be sent to the Owner of Record if the Owner of Record is personally served with the notice at the time the Motor Vehicle is seized and impounded and the Owner of Record acknowledges receipt of such notice in writing. A

copy of such notice shall be forwarded to the hearing officer. The notice shall state the penalties that may be imposed if no hearing is requested, including that a Motor Vehicle not released by payment of the administrative penalty and applicable towing and storage fees may be sold or disposed of by the Village in accordance with applicable law.

**Section 18.9.5. Hearing.**

The Owner of Record seeking a vehicle impoundment hearing shall file a written request for such a hearing with the Police Department of the Village no later than 15 days after notice was mailed or otherwise given to the Owner of Record under Section 18.9.3 or Section 18.9.4 of this Article. The hearing date shall be no more than 10 calendar days after a request for a vehicle impoundment hearing has been filed. If, after the vehicle impoundment hearing, the hearing officer determines by a preponderance of the evidence that the Motor Vehicle was used in the violation, the hearing officer shall enter an order finding the Owner of Record liable to the Village for the amount of the administrative penalty prescribed, plus applicable towing and storage fees payable to the towing agent. If, after a hearing, the hearing officer does not determine by a preponderance of the evidence that the Motor Vehicle was used in such a violation, the hearing officer shall enter an order finding for the Owner of Record and for the return of the Motor Vehicle and any previously paid administrative penalty and applicable towing and storage fees; provided that if the Motor Vehicle was seized and impounded pursuant to state or federal drug asset forfeiture laws, the Motor Vehicle shall not be returned unless and until the Village receives notice from the appropriate, state, or where applicable, federal officials that (i) forfeiture proceedings will not be instituted; or (ii) forfeiture proceedings have concluded and there is a settlement or a court order providing that the Motor Vehicle shall be returned to the Owner of Record. If the Owner of Record requests a vehicle impoundment hearing but fails to appear at such hearing or fails to request a vehicle impoundment hearing in a timely manner, the Owner of Record shall be deemed to have waived his or her right to such a hearing and the hearing officer shall enter a default order in favor of the Village for the amount of the administrative penalty prescribed, plus applicable towing and storage fees payable to the towing agent. However, if the Owner of Record pays such administrative penalty and applicable towing and storage fees and the Motor Vehicle is returned to the Owner of Record, no default order need be entered if the Owner of Record is informed of his or her right to a hearing and signs a written waiver, in which case an order of liability shall be deemed to have been made when the Village receives the written waiver.

**Section 18.9.6. Hearing officer; proceedings.**

- (a) The Village President or his or her designee shall serve as the hearing officer for vehicle impoundment hearings under this Article.
- (b) All interested persons shall be given a reasonable opportunity to be heard at any vehicle impoundment hearing. The formal rules of evidence will not apply at any such hearing.
- (c) Any sworn or affirmed report, including a report prepared in compliance with Section 11-501.1 of the Illinois Vehicle Code (625 ILCS 5/11-501.1) that (1) is prepared in the performance of a law enforcement officer's duties and (2) sufficiently describes the circumstances leading to the impoundment, shall be admissible evidence of the Owner of Record's liability under

Section 8.9.2 of this Article, and shall support a finding of the Owner of Record's liability under Section 8.9.2 of this Article, unless rebutted by clear and convincing evidence.

**Section 18.9.7. Disposition of impounded vehicle.**

An administrative penalty imposed pursuant to this Article shall constitute a debt due and owing the Village which may be enforced in any manner provided by law. Except as otherwise provided in this Article, a Motor Vehicle impounded pursuant to this Article shall remain impounded until (1) the administrative penalty is paid in full to the Village and all applicable towing and storage fees are paid to the towing agent, in which case the Owner of Record shall be given possession of the Motor Vehicle, (2) a cash bond in the amount of \$500.00 is posted with the Village Comptroller of the Village and all applicable towing and storage fees are paid to the towing agent, at which time the Motor Vehicle shall be released to the Owner of Record, or (3) the Motor Vehicle is sold or otherwise disposed of to satisfy a judgment or enforce a lien as provided by law. Notwithstanding any other provision of this Section, whenever a person with a lien of record against a Motor Vehicle impounded under this Section has commenced foreclosure proceedings, possession of the Motor Vehicle shall be given to that person if he or she pays the applicable towing and storage fees and agrees in writing to refund to the Village the net proceeds of any foreclosure sale, less any amounts necessary to pay all lien holders of record, up to the total amount of administrative penalties imposed under this Article. Notwithstanding any other provision of this Section, no vehicle that was seized and impounded pursuant to state or federal drug asset forfeiture laws shall be returned to the Owner of Record unless and until the Village has received notice from the appropriate state, or where applicable, federal officials that (i) forfeiture proceedings will not be instituted; or (ii) forfeiture proceedings have concluded and there is a settlement or a court order providing that the vehicle shall be returned to the Owner of Record.

**Section 18.9.8. Posting of bond.**

If a cash bond in the amount of \$500.00 is posted with the Village Comptroller of the Village, the impounded Motor Vehicle shall be released to the Owner of Record upon the payment of any applicable towing and storage fees to the towing agent. If an administrative penalty is imposed for any violation under Section 18.9.2 of this Article, the \$500.00 cash bond will be forfeited to the Village; however, in the event a violation under Section 18.9.2 of this Article is not proven by a preponderance of the evidence, the \$500.00 cash bond will be returned to the person posting the bond. All bond money to be forfeited to the Village pursuant to this Section shall be held by the Village Comptroller until 30 days after an administrative penalty is imposed by the hearing officer under this Article, or, if there is a judicial review, until a final judgment is rendered by a court of competent jurisdiction.

**Section 18.9.9. Failure to pay penalty.**

If the administrative penalty and applicable towing and storage fees are not paid within 30 days after an administrative penalty is imposed under this Article against an Owner of Record who defaults by failing to appear at the vehicle impoundment hearing, the Motor Vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles. In all other cases, if the administrative penalty and applicable towing and storage fees are not paid within 30 days after the expiration of time at which administrative review

of the hearing officer's determination may be sought, or within 30 days after an action seeking administrative review has been resolved in favor of the Village, whichever is applicable, the Motor Vehicle shall be deemed unclaimed and shall be disposed of in the manner provided by law for the disposition of unclaimed vehicles; provided that, if the Motor Vehicle was seized and impounded pursuant to state or federal drug asset forfeiture laws and proceedings have been instituted under state or federal drug asset forfeiture laws, the Motor Vehicle may not be disposed of by the Village except as consistent with those proceedings.

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

**PASSED** this 8th day of July, 2008.

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Village Clerk

**APPROVED** this 8th day of July, 2008.

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Village President

**ORDINANCE NO. 2155**

**AN ORDINANCE  
REVISING THE ANNUAL BUDGET  
(General Corporate Fund)**

**VILLAGE OF RANTOUL  
CHAMPAIGN COUNTY, ILLINOIS**

**CERTIFICATE OF PUBLICATION**

Published in pamphlet form this 8th day of July, 2008, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

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Village Clerk

**ORDINANCE NO. 2155**

**AN ORDINANCE  
REVISING THE ANNUAL BUDGET  
(General Corporate Fund)**

**WHEREAS**, the annual budget for the fiscal year beginning May 1, 2008 and ending April 30, 2009 (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly approved by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2133, passed and approved at a regular meeting on April 8, 2008; and

**WHEREAS**, the Corporate Authorities now desire to supplement and amend the Annual Budget in order to add to, delete, change or otherwise revise the Annual Budget by providing for certain transfers between or among the funds or accounts so designated or for certain authorized expenditures from unexpended balances or other additional revenues so designated; and

**WHEREAS**, funds are available to effectuate such revisions.

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

**Section 1. Revision(s) to Annual Budget.** The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revise the Annual Budget by providing for such transfers between or among the funds or accounts so designated or such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment document(s) (BA-FY-09-6), a copy of which are attached hereto and hereby incorporated herein by this reference thereto.

**Section 2. Effective Date.** The provisions of this ordinance shall become effective ten (10) days after its passage, approval and publication as provided by law.

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

This ordinance is hereby passed, the “ayes” and “nays” being called, by the vote of two-thirds of the members of the Corporate Authorities then holding office at a regular meeting on the date set forth below.

**PASSED** this 8th day of July, 2008.

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Village Clerk

**APPROVED** this 8th day of July, 2008.

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Village President

**ORDINANCE NO. 2154**

**AN ORDINANCE  
APPROVING AN ANNEXATION AGREEMENT  
(BRIGGS AND PETERS SUBDIVISION)**

**WHEREAS**, R. Peters Farms, Inc., an Illinois corporation, as owner (the “**Owner**”) has expressed an intention to annex certain territory within one and one-half miles of the corporate limits of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), to the Village; and

**WHEREAS**, the form of a certain Annexation Agreement dated as of May 1, 2008 (the “**Annexation Agreement**”) by and between the Village and the Owner has been presented to and is now before the meeting of the President and Board of Trustees (the “**Corporate Authorities**”) of the Village at which this Ordinance is adopted; and

**WHEREAS**, the Annexation Agreement and the recording thereof are in compliance with the approval of the Final Plat for Fitton Subdivision, which was approved under and pursuant to Ordinance No. 2141, passed and approved on June 10, 2008; and

**WHEREAS**, under and pursuant to Division 15.1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 *et seq.*), as supplemented and amended, the Corporate Authorities have fixed a time and held a public hearing upon the Annexation Agreement at 6:10 p.m. on July 1, 2008, notice of such public hearing having been given not more than thirty (30) nor less than fifteen (15) days before the date fixed for such public hearing by publication on June 4, 2008, in the *Rantoul Press*, a newspaper published and having a general circulation within the Village.

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

**Section 1. Approval.** The form of the Annexation Agreement be and the same is hereby approved.

**Section 2. Authority to Execute and Record Annexation Agreement.** The Village President and the Village Clerk are hereby authorized to execute the Annexation Agreement for and on behalf of the Village, with such changes therein as may be authorized by such Village President. Upon the receipt from the Owner of the correct fee to record the Annexation Agreement in the office of the Recorder of Deeds, Champaign County, Illinois, (the “**Recorder**”), the Village Clerk, or his designee, shall record or cause to be recorded the Annexation Agreement in the office of the Recorder.

**Section 3. Supplemental Authority.** 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 to record, if appropriate, all such supplemental documents and instruments as may be necessary to carry out the intent and accomplish the purposes of this Ordinance in order to comply with and make effective the provisions of the Annexation Agreement, as approved or required by this Ordinance.

**Section 4. Effective Date.** This Ordinance shall become effective immediately upon its passage and approval as required by law.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by a roll call vote of two-thirds of the Corporate Authorities then holding office as follows:

“Ayes” \_\_\_\_\_  
“Nays” \_\_\_\_\_  
“Absent” \_\_\_\_\_

**PASSED** this 8th day of July, 2008.

\_\_\_\_\_  
Village Clerk

**APPROVED** this 8th day of July, 2008.

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Village President