

**Rantoul Village Board of Trustees
Regular Board Meeting
August 12, 2008**

Order of Business

Board Packet Page(s)

- 1. Call to Order – Mayor Williams**
Invocation –
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, July 1, 2008
- B) Approval of Minutes, Public Hearing, July 1, 2008
- C) Approval of Minutes, Regular Board Meeting, July 8, 2008
- D) Approval of Minutes, Special Board Meeting, July 15, 2008
- E) Approval of Minutes, Special Board Meeting, July 17, 2008

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

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

- 8. Motion to waive the bidding procedures and authorize the purchase of a 2007 Buick LaCrosse from Rogers in Rantoul for the amount of \$14,800.00**

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

9. Motion to authorize the acceptance of a \$1,000,000.00 settlement offer from the IMLRMA for the Water Treatment Plant damage claim
10. Motion to authorize the approval of Change Order No. 2 with Feutz Contractors, Inc., in the amount of \$5,934.53 for the repair of the pavement at the R.A.I.D. pump station on South Evans Road 1-5
11. Motion to authorize payment in the amount of \$35,000.00 to Burger King for reimbursement of costs associated with the installation of a sanitary sewer main 6-7
12. Motion to authorize the approval of Change Order No. 23 with Leander Construction in the amount of \$4,152.28, for the installation of four (4) new pressure regulator valves for the gas lines at the Water Treatment Plant 8
13. Motion to authorize the replacement of the Code Enforcement Specialist position in the Community Development Department 22-25

(C) Consideration of Ordinances & Resolutions

14. Motion to pass Ordinance No. 2153, AN ORDINANCE ADJUSTING THE COMPENSATION OF THE POSITION OF CHIEF OF POLICE 27, 40-41
15. Motion to pass Ordinance No. 2154, AN ORDINANCE ADOPTING A COMPREHENSIVE AMENDMENT TO THE ZONING ORDINANCE OF THE VILLAGE OF RANTOUL (CHAPTER 27 OF THE VILLAGE OF RANTOUL CODE – 1977, AS SUPPLEMENTED AND AMENDED) Exhibit A, 42-44
16. Motion to pass Ordinance No. 2155, AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT (WARNER DEVELOPMENT) 28-29, 45-46
17. Motion to pass Ordinance No. 2156, 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" 36-38, 47-48
18. Motion to pass Ordinance No. 2157, AN ORDINANCE SUPPLEMENTING AND AMENDING SECTION 1-22, ENTITLED "MINIMUM FINE SCHEDULE FOR CERTAIN VIOLATIONS" OF THE VILLAGE OF RANTOUL CODE 36-38, 49

(C) Consideration of Ordinances & Resolutions (continued)

19. Motion to pass Ordinance No. 2158, 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 30-35, 50-55
20. Motion to pass Resolution No. 8-08-1063, A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A SITE LEASE (IPCS WIRELESS, INC.) 9-21, 56

(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) Closed Session

21. Motion to enter into Closed Session pursuant to 5 ILCS 120/2 (C) 1, to consider the appointment, employment, compensation, discipline, performance, or dismissal of an employee of the Village

(G) Items Requiring Action from Closed Session

22. Motion to approve the appointment of a Village Administrative Officer

(H) 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 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 ____

ITEM: iPCS Wireless Antenna Lease	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: July 28, 2008
<p>SUMMARY HIGHLIGHTS:</p> <p>The Village has been contacted by iPCS Wireless, a Sprint subsidiary. They have requested the use of the Maplewood Water Tower for the installation of nine (9) antennas on the tower to improve their wireless service in the area, as well as 300 square feet area on the ground for installation of ground based communications equipment.</p> <p>The basic term of the lease is a five (5) year period with two (2) additional five (5) year option periods beginning at the rate of \$1,000.00 per month with an annual 3% increase.</p>	
<p>RECOMMENDED ACTION: The Village Board approve the site lease for iPCS for the use of the Maplewood Water Tower.</p>	
<p>DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E.</p>	<p>VILLAGE ADMINISTRATOR:</p>
<p>AGENDA PAGE NUMBER:</p>	

SITE LEASE

THIS SITE LEASE ("**Lease**") is made and entered into on this ____ day of _____ 2008, by and between the _____ ("**Owner**" or "City"), and iPCS Wireless, Inc. ("iPCS"), a Delaware corporation, whose address is 648 North Chicago Street, Geneseo, Illinois 61254 (Lessee).

1. **Leased Site.** City leases to Lessee, and Lessee leases from City, on the terms and conditions contained herein, (a) space on the handrail of an existing water tower **for the installation of a maximum of nine (9) antennas** located at a height of approximately _____, (b) a 300 square foot area at the base of the water tower (the "Tower") which is required for cable runs to connect Lessee's equipment and (c) a non-exclusive easement for the unrestricted right of access thereto and for a suitable service of electricity, telephone and other utility facilities under the property described on attached Exhibit A (collectively, the "Site" or "Leased Premises"). The parties acknowledge and agree that the Owner's execution of this lease constitutes a permit for Lessee to use the Site and that Lessee intends to locate at the Site shown on the attached Exhibit A, a cellular antenna array and associated cables, wires, electrical equipment, base station, etc. (the "Antenna Facilities"). During the term of this Lease, Lessee, its employees, agents, invitees and its authorized representatives and contractors, including Sprint Spectrum L.P., shall have twenty-four (24) hour per day, seven (7) day a week access as needed to the water tower and its equipment shelter. The Owner reserves the right of access to the Site in emergencies as may be necessary to ensure the sound maintenance and safe operation of all facilities at the Water Tower site, but under no circumstances will the City willfully damage or interfere with Lessee's access to or use of the Site.

2. **Term.** The initial term ("**Initial Term**") of this Lease shall be for a period of five (5) years, commencing on the date Lessee commences construction at the Site or _____, whichever first occurs (the "**Commencement Date**").

3. **Rental.** On the first day of the month in which the Lessee's Antenna Facility go into operation (which date shall be verified in writing and shall be referred to as the "Rent Commencement Date"), the first monthly rent payment shall be due in the amount of **One Thousand Dollars (\$1,000.00) ("Monthly Rent")**. **The rental rate shall increase 3% annually.**

4. **Renewal Option.** The terms of this lease may be automatically extended by Lessee for two (2) additional five (5) year periods (the "Extension Terms") provided that Lessee does not provide Owner with written notification of Lessee's intentions to not renew not less than ninety (90) days prior to the end of the term then in effect.

5. **Possession.** Lessee shall take possession of the Site on the Commencement Date.

6. **Use of the Premises.**

a. Lessee may use the property for the installation, operation and maintenance of its Antenna Facilities for the transmission, reception and operation of a communications system and uses incidental thereto, and for the storage of related equipment in accordance

with the terms of this Lease. The Owner may permit others to use other portions of the Tower. Lessee's installation of all such Antenna Facilities shall be done according to plans approved by the Owner, which are attached as Exhibits A ("site plan") and B ("tower construction plans") and which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall be strictly liable for any contamination caused by Lessee to water in the Tower or damage done to the Tower and/or the Site during installation and/or during operations. Any contamination caused by Lessee to water in the Tower shall be remedied by the City at the expense of Lessee. Lessee must notify the Water Plant Operator of any contamination caused by Lessee to the water in the Tower immediately. Any damage done to the Tower and/or Site during installation and/or during operations by Lessee shall be repaired or replaced within ten (10) days at Lessee's expense and to Owner's sole satisfaction.

b. Lessee shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety), if applicable, in connection with the use, operation, maintenance, construction and/or installation of the Antenna Facilities and/or the premises. Owner agrees to reasonably cooperate with Lessee in obtaining any federal licenses and permits required for or substantially required by Lessee's use of the premises at the expense of Lessee.

c. Upon termination of this lease, Lessee shall remove the Antenna Facilities and all support structures that are not shared or used by another user of the Tower. Such removal shall be done in a workmanlike and careful manner and without interference or damage to the water in the Tower, the Tower, or any other equipment, structures or operations on the Site, including use of the Site by the Owner or any of the Owner's assignees or lessees.

d. The Owner reserves the right to install additional bracketing material or similar structural supports to allow for the co-location of other lessees' antenna or similar radiating or broadcasting equipment. The Owner agrees, as a precondition to any such additional installation, to provide all reasonable and necessary assurances to Lessee that such co-location will not disturb, disrupt or cause harm to Lessee's antenna or radiating equipment. Should Lessee cause or have cause to terminate this Lease, the Owner shall have the right to cause Lessee to remove all supporting attachments placed on the tower by Lessee or elect not to cause Lessee to remove its supporting hardware.

7. **Equipment Upgrade.** Lessee has the right to update or replace its Antenna Facilities from time to time, provided that the replacement facilities are not greater in number or size than the existing facilities and that any change in their location on the Tower is satisfactory to the Owner.

8. **Maintenance.**

a. Lessee shall, at its own expense, maintain its Antenna Facilities in a safe condition, in good repair and in a manner reasonably suitable to the City so as not to conflict with the use of or other leasing of the Tower by the Owner. In carrying out its maintenance responsibilities, Lessee shall not interfere with the use of the Tower, the premises, related facilities or other equipment of other tenants.

b. Lessee shall have sole responsibility for the maintenance, repair and security of its Antenna Facilities, and leasehold improvements, and shall keep the same in good repair and condition during the term of this Lease.

c. Lessee shall keep the Leased Premises free of debris and anything of a dangerous, noxious or offensive nature or which may create a hazard or undue vibration, heat, noise or interference.

d. Lessee shall keep the Site clean and neat with respect to Lessee's use.

9. **Utilities.** Owner represents and warrants that electrical and telephone service is currently available at the Site. Owner agrees to cooperate with Lessee in Lessee's efforts to obtain electric and other utilities from any location provided by Owner or the servicing utility. During the Term of this Site Lease, Lessee shall obtain its own utilities. The lines must be buried. Lessee shall be responsible for all charges for utilities required for Lessee's operation of the communications facility on the Site. The cost to maintain, repair, operate and replace the electric facilities, upgrades or extensions to the Site requested by Lessee shall be paid by Lessee. Lessee shall promptly repair at Lessee's expense any damage occasioned by said construction or maintenance on the Site.

10. **Taxes.** Lessee shall be responsible for paying all personal property taxes assessed directly upon and arising solely from its own use of the Antenna Facilities on the Site during the Term of this Lease.

11. **Interference.** Lessee agrees to install and operate only equipment which does not cause interference to Owner or other lessees or licensees of the Tower site ("Pre-Existing User"); provided that Owner' or such other lessees' or licensees installations predate that of the Lessee's installation of its Antenna Facilities. In the event that the Lessee's Antenna Facilities cause such interference or any permitted subsequent modification or addition causes such interference, Lessee shall take all steps necessary to correct and eliminate the interference. If the interference is substantial (as determined by the Pre-Existing User acting in good faith and reasonably) then Lessee shall have forty-eight (48) hours to resolve the interference problem. If the interference is substantial and cannot be resolved within 48 hours, Lessee shall power down its equipment and/or cease operations in order to correct and eliminate such interference provided that Lessee may operate its equipment intermittently during off-peak hours for testing purposes only. If the interference is not substantial, Lessee shall work diligently and take all necessary and appropriate action to cure such interference as promptly as possible without having to power down its equipment unless the interference becomes substantial.

In all cases of interference if Lessee is unable to eliminate the interference, or reduce it to a level acceptable to the affected Pre-Existing User, within a period of thirty (30) days of receipt of notification, then either party may terminate this Agreement.

Owner agrees not to allow any user of the Tower whose equipment is installed or modified subsequent to Lessee's installation of its Antenna Facilities ("Subsequent User") to interfere with the operation of Lessee. In the event Lessee is subject to any such interference, Owner shall (or shall cause other Subsequent Users) take all steps necessary to correct and eliminate the interference. If such interference is not eliminated within forty-eight (48) hours after Owner's receipt of notice of such interference from Lessee, Owner shall (or shall cause

such other Subsequent User) to cease operations if requested by Lessee until the interference is eliminated. If such Subsequent User is unable to eliminate the interference, or reduce it to a level acceptable to Lessee, within a period of thirty (30) days, then Lessee may, in addition to any other rights it may have, terminate this Agreement. Nothing in this section shall be deemed or interpreted to authorize Lessee to illegally transmit on any frequencies or to provide any protection to Lessee from interference from any other person in the event that Lessee is operating on any unlicensed frequency spectrum.

Lessee's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with the Owner's Tower operations or with such activities of other tenants of the Tower.

Owner will work with Lessee to avoid a discontinuation of service. Should a discontinuation of service occur, the discontinuation of service shall result in a prorated reduction of Lessee's Monthly Lease Payment. Owner will work with Lessee to find a suitable location for Lessee to operate a temporary COW (cell on wheels) should a discontinuation of service due to Owner's actions or requirements become unavoidable.

If the Owner receives a request for co-location on the Tower from any other third-party, it shall submit a proposal complete with all technical specifications reasonably requested by Lessee to Lessee for review for non-interference; however, Owner shall not be required to provide Lessee with any specifications or information claimed to be of a proprietary nature by the third party. Lessee shall have thirty (30) days following receipt of said proposal to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Lessee to the installation of antennas or transmission facilities pursuant to said proposal, provided however that if such third party's equipment causes interference, such interference is subject to the earlier provisions of this Section 11. If Lessee gives notice of objection due to interference during such thirty- (30) day period and Lessee's objections are verified by Owner to be valid, then Owner shall not proceed with the proposal.

12. **Insurance.** Lessee shall maintain, at its sole cost during the Term of this Lease, the following insurance:

- a. Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Board Form Property Damage):
 - i. Bodily Injury:
\$2,000,000.00 each occurrence
\$2,000,000.00 Aggregate, Products and Completed Operations
 - ii. Property Damage:
\$1,000,000.00 each occurrence
\$1,000,000.00 aggregate
 - iii. Contractual Liability (Hold Harmless Coverage):
Bodily Injury - \$2,000,000.00 each occurrence
Property Damage - \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate
 - iv. Personal Injury, with Employment Exclusion deleted:
\$2,000,000.00 aggregate

- b. Comprehensive Automobile Liability (including owned, non-owned and hired):
 - i. Bodily Injury:
\$2,000,000.00 each person
\$2,000,000.00 each accident
 - ii. Property Damage:
\$1,000,000.00 each occurrence
- c. Workers' Compensation;
 - i. State of Illinois: statutory requirements
 - ii. Employer's liability: \$1,000,000.00
 - iii. Benefits Required by Union Labor Contracts: as applicable.

Lessee shall provide Owner with a certificate of insurance evidencing such coverage which states that the carrier has insured Lessee for all liabilities under this Lease and that it will not cancel or change any policy of insurance issued to Lessee except after thirty (30) days notice in writing to Owner. Owner shall be added to the policy as an additional insured. The fact that Lessee is required to furnish insurance in accordance with this paragraph or the fact that such insurance is furnished does not and shall not relieve Lessee from its obligations to Owner under the provisions under Paragraph 15 of this lease for any deficiency amount of which Lessee is responsible to Owner. Owner shall insure its property, the Tower and building of which the Site is a part thereof, as the case may be, against loss or damage under a policy or policies of fire and extended coverage.

13. **Lessee's Property.** All Antenna Facilities installed by Lessee at the Site shall remain the property of Lessee and shall not be subject to any lien or encumbrance of Owner or any third party acting pursuant to an agreement with Owner. Owner waives any lien rights it may have concerning Lessee's facilities which are deemed Lessee's personal property and not fixtures, and Lessee has the right to remove the same at any time without Owner's consent. Owner acknowledges that Lessee has entered into a financing arrangement and may enter into additional financing arrangements in the future including promissory notes and a financial and security agreement ("Financing Agreement") for the financing of Lessee's facilities ("Collateral") with a third party or parties (the "Financing Entity"). In connection therewith, Owner (i) consents to the installation of the Collateral; (ii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any rent due or to become due and that such Collateral may be removed at any time without recourse to legal processing.

14. **Damage to Owner's Facilities.** Lessee shall exercise reasonable precaution to avoid damage to the Tower, including contamination caused to the water supply, and, subject to the waivers contained in this Lease, hereby assumes all responsibility for any and all loss or damage to such facilities caused by Lessee. Lessee shall make an immediate report to Owner of the occurrence of any damage and agrees to reimburse Owner for the reasonable expense incurred in making repairs upon Lessee's receipt of a written invoice from Owner's contractor evidencing both the cost of the repairs and that the repairs were completed.

15. **Indemnity.** Lessee and Owner shall indemnify and hold the other harmless from any and all costs (including, but not limited to, reasonable attorneys' fees and court costs) and claims of liability or loss which arise out of the use and/or occupancy of the Site by such indemnifying party, including liability or loss arising from environmental contamination as provided in Paragraph 16 below. This indemnity shall not apply to any claims arising from the sole negligence or intentional misconduct of the indemnified party.

Lessee agrees to indemnify, defend and hold harmless Owner, its agents and employees, from and against any and all damages, actions, suits, demands, costs, expenses, judgments, claims, causes of action, liabilities and indebtedness of any kind or nature whatsoever, including reasonable attorney's fees, for injuries (including death) to any persons or damage to or theft or misappropriation or loss of property occurring in or about the Site, whether brought by a third party or an agent, employee, contractor or subcontractor of Lessee (all of the foregoing collectively referred to as "claims, loss and damages") which result from or in any way relate to or arise out of Lessee's use and occupancy of the Site or from any activity work or thing done, permitted or suffered by Lessee in or about the Site (including, without limitation, any construction by Lessee) or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed under this Lease or due to any other act or omission of Lessee, its assignees, invitees, employees, contractors and agents, except to the extent that such claims, loss and damages may be due to or caused by the willful or negligent acts or Owner, its agents or employees.

16. **Hazardous Substances.** Owner represents and warrants that it has no knowledge, nor should it have any knowledge, of any substance, chemical or waste (collectively, "**Substance**") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee agrees not to introduce or use any Substance on the Site in violation of any applicable law. Lessee covenants and agrees that the Site will, at all times during Lessee's use and occupancy thereof, be kept and maintained so as to comply with all now existing or hereafter enacted or issued statutes, laws, rules, ordinances, orders, permits and regulations of all state, federal or local and other governmental and regulatory authorities, agencies and bodies applicable to the Site pertaining to environmental matters, or regulating, prohibiting or otherwise having to do with hazardous Substances (collectively, "Environmental Laws"). Lessee will indemnify, defend and hold harmless Owner, its agents and employees, from and against any and all liabilities, expenses, penalties, fines, claims, demands, costs, assessments, expenses (including reasonable attorney's fees, engineer's and consultant's fees) which Landlord shall or may incur by reason of Lessee's failure to comply with this Lease, including, but not limited to, the cost of bringing the Site and any other property into compliance with all Environmental Laws, the reasonable cost of all appropriate tests and examinations of the Site and any other property to confirm that the Site and any other property has been brought in compliance with this Lease. This indemnity specifically includes all reasonable costs, expenses and fees incurred by Owner in connection with any investigation, clean-up, removal, remediation or restoration of the Site or any other property. This indemnification shall survive the expiration or earlier termination of this Lease.

17. **Assignment.** Lessee may assign this Agreement as a whole with Owner's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however*, that Owner's consent will not be required for an assignment to

any person or entity which is controlled by, controlling or under common control with Lessee ("Affiliates"), or to Sprint Spectrum L.P. or to any successor-in-interest to Sprint Spectrum L.P. For these purposes, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership. Any permitted assignee shall expressly assume, and become bound by, all of Lessee's obligations under this Agreement. Owner may freely assign or transfer this Agreement. Any permitted assignee shall expressly assume, and become bound by, all of Owner's obligations under this Agreement. This Agreement shall be binding upon the successors and permitted assigns of both parties.

18. **Condemnation.** If all or substantially all of Owner's property upon which the Site is located is condemned by an authorized governmental or quasi-governmental authority, this Lease shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party shall have any interest in any award granted to the other. If a taking occurs, the Rent shall be prorated to the date of the taking, and any excess prepaid Rent shall be promptly repaid to Lessee.

19. **Termination.** Lessee shall have the right to terminate this Lease at any time without further liability to Owner if (i) Lessee cannot obtain all certificates, permits, licenses or other approvals (collectively "**Approvals**") required from any governmental authority and/or any easements required from any third party to operate its communications facility; (ii) such Approvals are canceled, expire, lapse, withdrawn or terminated; (iii) Owner fails to hold legal title to the property on which the Site is located; (iv) Owner does not have the authority to enter into this Lease; or (v) for any other reason, Lessee, in its sole discretion, determines that it will be unable to use the Site for the use intended by this Lease. Owner can terminate for a material breach of the lease with 30 days written notice to Lessee, and Lessee's failure to cure.

20. **Notices.** All notices shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to the address of the party set forth above or as otherwise directed in writing by such party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address. All notices for Lessee should be sent to:

iPCS Wireless, Inc.
648 North Chicago Street
Geneseo, IL 61254
Attn: Lease Management

With a copy to:
iPCS Wireless, Inc.
4717 Broadmoor SE
Suite G
Kentwood, MI 49512
Attn: Site Development

21. **Compliance with Laws.** Owner represents that Owner's property (including, without limitation, the Site) and all improvements thereto, are in compliance with all building life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. Lessee agrees that, subject to Owner's compliance with the terms of this paragraph, any improvements constructed by Lessee on the Site and all of the operations of Lessee within the Site shall be in compliance with all applicable laws, codes and regulations.

22. **Marking and Lighting Requirements.** Owner acknowledges that it, and not Lessee, shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). Owner shall indemnify and hold Lessee harmless from any fines or liabilities caused by Owner's failure to comply with such requirements.

23. **Miscellaneous.**

A. Lessee shall peaceably and quietly have, hold and enjoy the Site. Owner shall not cause or permit any use of its property of which the Site is a part thereof to interfere with or impair the quality of the communications services being rendered by Lessee from the Site. The only remedy in the event of interference with Lessee's communications equipment or services by normal day-to-day water tower operations is termination of the lease. If an abnormal condition occurs, such as equipment malfunction, and said abnormality causes interference to Lessee's equipment, the Owner will work with Lessee to resolve such abnormality within thirty (30) days of notification.

B. Owner represents and warrants that Owner has full authority to enter into and sign this Lease and good title to the site.

C. The terms and conditions of this Lease shall extend to and bind the heirs, personal representatives, successors and assigns of Owner and Lessee.

D. The prevailing party in any action or proceeding in court to enforce the terms of this Lease shall be entitled to receive its reasonable attorney's fees and other reasonable enforcement costs and expenses from the non-prevailing party.

E. Owner, upon receipt of the fully executed Lease from Lessee, may execute and deliver within two (2) business days to Lessee for recording a Short Form of this Lease a form reasonably agreed to by the parties.

F. This Lease shall be construed pursuant to the laws of the State of Illinois.

G. This Site Lease may not be amended or modified unless the Owner and Lessee consent in writing to the amendment or modification.

H. There shall be no signage on the Tower Site by Lessee, other than reasonable signs for safety, federal and or state regulated, or emergency contact information.

I. This Lease contains all agreements, promises and understandings between Owner and Lessee. All Exhibits are incorporated by reference.

**J. THE PARTIES HEREBY AFFIRM THAT THIS AGREEMENT CONTAINS
AUTOMATIC RENEWAL PROVISIONS WHICH COMPLY WITH ILLINOIS PUBLIC ACT 91-
0674 AND ARE ENFORCEABLE AGAINST BOTH PARTIES.**

OWNER

By: _____

Name: _____

Its: _____

Date: _____

LESSEE

iPCS Wireless, Inc.,
a Delaware corporation
648 North Chicago Street
Geneseo, IL 61254

By: _____

Name: Craig Kinley

Its: SVP of Eng & Net Ops

Date: _____

EXHIBIT A
WATER TOWER
LEGAL DESCRIPTION

EXHIBIT B

WATER TOWER

Tower Construction Plans

RESOLUTION NO. 8-08-_____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A SITE LEASE
(iPCS Wireless, Inc.)**

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 Site Lease (the “**Lease**”) by and between the Village and iPCS Wireless Inc., a Delaware corporation (the “**Lessee**”), in connection with the lease of space on the handrail of an existing water tower for the installation of up to nine (9) antennas.

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 Lease by and between the Village and the Lessee, in substantially the form of such Lease as 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 Lease, with such insertions, changes and revisions in the form of such Lease 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 Lease now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

PASSED this 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE OF 1 of 4

ITEM: Resignation of Community Development's Code Enforcement Specialist	DEPARTMENT: Community Development
AGENDA SECTION:	AMOUNT: \$0.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: July 31, 2008
SUMMARY HIGHLIGHTS: With the resignation of both Community Development's employees, assistance is needed to complete departmental projects. There is a \$32.80 difference in the cost of hiring a new employee and using the purchasing agent to complete housing rehabilitation projects.	
RECOMMENDED ACTION: Rehire the Code Enforcement Specialist Position	
DEPARTMENT HEAD APPROVAL: Michael Loschen	VILLAGE ADMINISTRATOR:
AGENDA PAGE NUMBER:	



**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 2 of 4

SUBJECT: Resignation of Community Development's Code Enforcement Specialist	DEPARTMENT: Community Development
<p>BACKGROUND/DISCUSSION: Per the Village Board's direction at the July meeting, I have attached a summary of various scenarios to operate the housing rehabilitation program. The following is a summary of the analysis, which is attached.</p> <p>Option #1: "As-Is." This option does not rehire the position or use any other village staff to oversee the construction management. The Inspection Dept. completes all of the needed inspections. \$21,858.05</p> <p>Option #2: "Hire New Employee." This option rehires the position at the minimum pay scale. The employee would qualify the homeowner, bid the projects and oversees the construction. The Inspection Dept. completes all of the needed inspections. \$15,794.85</p> <p>Option #3: "Use of Purchasing Agent." Under this option, the Director qualifies the homeowner. The Purchasing Agent would complete the work write-ups, bid the project, and oversee the construction management. The Inspection Dept. would complete all of the necessary inspections. \$15,762.02</p> <p>Option #4: "Hire a Construction Management Firm." Under this option, the Director qualifies the homeowner. This option would have the Purchasing Agent complete the work write-up and bid the project. This scenario assumes a construction management firm would be paid either \$2,000 or \$750 (depending upon project type) for each project. \$33,412.95</p> <p>Option #5: "Hire a Construction Management Firm." Under this option, the Director qualifies the homeowner. The construction management firm would complete the work write-up and bid the project. This scenario assumes a construction management firm would be paid either \$2,500 or \$1,000 (depending upon project type) for each project. \$33,412.95</p>	
AGENDA PAGE NUMBER:	

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 3 of 4

SUBJECT: Resignation of Community Development's Code Enforcement Specialist	DEPARTMENT: Community Development
<p>Option #6: "Hire a Construction Management Firm." Under this option, the Director qualifies the homeowner and completes the work write-up and bid the project. This scenario assumes a construction management firm would be paid either \$2,000 or \$750 (depending upon project type) for each project. \$33,412.95</p> <p>Option #3 costs \$32.80 less than option #2. Since these costs are almost identical, my recommendation would be Option #2, to rehire the position and thereby allowing the Purchasing Agent to use those 495 hours needed to operate the rehabilitation program, for his own duties.</p>	
AGENDA PAGE NUMBER:	

Community Development Cost Analysis of Rehiring the Code Enforcement Specialist Position

Assumptions

Full Home Rehab = 50 hours/job
 Emergency Rehab = 20 hours/job
 Inspection Time = 4 hrs/major rehab
 5 Full Home Rehabs/Year
 20 Emergency Rehabs/Year
 Interdepartment Charge Rate = \$22.27
 New Employee Cost = \$23.53/hour
 Const Mgt Firm rates are estimates

Duty	Time Needed (hours)	Option #1: As Is	Full-Home	Emergency	5 Full-Homes/Year=	20 Emergencies/Year=	Total
Receive & Approve Applications	2	Mike	\$69.94	\$69.94			
Initial Inspection	1	Inspection, Mike	\$57.24	\$37.24			
Complete Work Write-Up	1	Mike	\$34.97	\$34.97			
Let & Award Bid	0.5	Mike	\$17.49	\$17.49			
Sign Contract & Mortgage Docs	1.5	Mike	\$52.46	\$52.46			
Oversee Construction	50/20 or 4/2	Inspection, Mike	\$1,837.58	\$184.42			
Final Inspection	1	Inspection, Mike	\$57.24	\$57.24			
Complete Payouts & File Mortgage	1	Mike	\$34.97	\$34.97			
Closeout File in IDIS	1	Mike	\$34.97	\$34.97			
TOTALS			\$2,196.85	\$543.69			\$2,740.54
Option #2: New Employee							
Duty	Time Needed (hours)						
Receive & Approve Applications	2	New Employee	\$47.06	\$47.06			
Initial Inspection	1	Inspection, New Employee	\$45.80	\$45.80			
Complete Work Write-Up	1	New Employee	\$23.53	\$23.53			
Let & Award Bid	0.5	New Employee	\$11.77	\$11.77			
Sign Contract & Mortgage Docs	1.5	New Employee	\$35.30	\$35.30			
Oversee Construction	50/20 or 4/2	Inspection, New Employee	\$1,265.58	\$138.66			
Final Inspection	1	Inspection, New Employee	\$45.80	\$45.80			
Complete Payouts & File Mortgage	1	New Employee	\$23.53	\$23.53			
Closeout File in IDIS	1	Mike	\$34.97	\$34.97			
TOTALS			\$1,533.33	\$406.41			\$1,939.74
Option #3: Cedric							
Duty	Time Needed (hours)						
Receive & Approve Applications	2	Mike	\$69.94	\$69.94			
Initial Inspection	1	Inspection, Cedric	\$44.54	\$44.54			
Complete Work Write-Up	1	Cedric	\$22.27	\$22.27			
Let & Award Bid	0.5	Cedric	\$11.14	\$11.14			
Sign Contract & Mortgage Docs	1.5	Cedric	\$33.41	\$33.41			
Oversee Construction	50/20 or 4/2	Inspection, Cedric	\$1,202.58	\$133.62			
Final Inspection	1	Inspection, Cedric	\$44.54	\$44.54			
Complete Payouts & File Mortgage	1	Cedric	\$22.27	\$22.27			
Closeout File in IDIS	1	Mike	\$34.97	\$34.97			
TOTALS			\$1,486.65	\$416.69			\$1,903.34
Option #4: Const Mgt Firm (2000750)							
Duty	Time Needed (hours)						
Receive & Approve Applications	2	Mike	\$69.94	\$69.94			
Initial Inspection	1	Inspection, Cedric, CMF	\$2,044.54	\$764.54			
Complete Work Write-Up	1	Cedric	\$22.27	\$22.27			
Let & Award Bid	0.5	Cedric	\$11.14	\$11.14			
Sign Contract & Mortgage Docs	1.5	Cedric	\$33.41	\$33.41			
Oversee Construction	50/20 or 4/2	Inspection, CMF	\$69.08	\$44.54			
Final Inspection	1	Inspection, Cedric, CMF	\$44.54	\$44.54			
Complete Payouts & File Mortgage	1	Cedric	\$22.27	\$22.27			
Closeout File in IDIS	1	Mike	\$34.97	\$34.97			
TOTALS			\$2,372.15	\$1,077.61			\$3,449.76
Option #5: Const Mgt Firm (25007000)							
Duty	Time Needed (hours)						
Receive & Approve Applications	2	Mike	\$69.94	\$69.94			
Initial Inspection	1	Inspection, Construction Mgt Firm	\$22.27	\$22.27			
Complete Work Write-Up	1	Construction Mgt Firm	\$2,500.00	\$1,000.00			
Let & Award Bid	0.5	Construction Mgt Firm	\$89.08	\$44.54			
Sign Contract & Mortgage Docs	1.5	Construction Mgt Firm	\$22.27	\$22.27			
Oversee Construction	50/20 or 4/2	Inspection, Construction Mgt Firm	\$44.54	\$44.54			
Final Inspection	1	Inspection, Construction Mgt Firm	\$34.97	\$34.97			
Complete Payouts & File Mortgage	1	Mike	\$34.97	\$34.97			
Closeout File in IDIS	1	Mike	\$34.97	\$34.97			
TOTALS			\$2,773.50	\$1,228.96			\$3,002.46
Option #6: Const Mgt Firm (2000750)							
Duty	Time Needed (hours)						
Receive & Approve Applications	2	Mike	\$69.94	\$69.94			
Initial Inspection	1	Inspection, Mike, CMF	\$2,057.24	\$794.54			
Complete Work Write-Up	1	Mike	\$34.97	\$34.97			
Let & Award Bid	0.5	Mike	\$17.49	\$17.49			
Sign Contract & Mortgage Docs	1.5	Mike	\$52.46	\$52.46			
Oversee Construction	50/20 or 4/2	Inspection, Construction Mgt Firm	\$89.08	\$44.54			
Final Inspection	1	Inspection, Mike CMF	\$57.24	\$57.24			
Complete Payouts & File Mortgage	1	Mike	\$34.97	\$34.97			
Closeout File in IDIS	1	Mike	\$34.97	\$34.97			
TOTALS			\$2,448.35	\$1,141.11			\$3,589.46


Expanded CODEG Budget
 Const Mgt Dept = 1.9 FTE
 \$189,235

CODEG Budget w/ New Employees
 Option #2
 \$18,101/Year
 Const Mgt Dept = 2.0 FTE
 \$123,647

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM

PAGE 1 OF 1

ITEM: ADMIN VEHICLE	DEPARTMENT: ADMINISTRATOR
AGENDA SECTION:	AMOUNT: \$15,000.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input type="checkbox"/> SUPPORTING DOCUMENTS	DATE: 8/1/08
<p>SUMMARY HIGHLIGHTS: The Administrator's vehicle needs to be replaced. The current vehicle is a 1996 model and is worn out. We have been shopping local car dealers for a used replacement. We have budgeted \$15,000.00 and the trade-in of our vehicle. We have identified at least one potential vehicle to purchase and are continuing to shop. We should have a vehicle identified for purchase before the board meeting for approval by the board.</p>	
<p>RECOMMENDED ACTION: Waive bidding requirements and authorize purchase of used vehicle not to exceed \$15,000 as budgeted and allow trade-in of 1996 Oldsmobile Cierra. We will have an exact amount and dealer for approval by the board meeting.</p>	
DEPARTMENT HEAD APPROVAL:	VILLAGE ADMINISTRATOR: 

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE	OF
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ITEM: Salary recommendation for Chief Farber	DEPARTMENT: Mayor
AGENDA SECTION:	AMOUNT:
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> OTHER (See Summary) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: August 5, 2008

SUMMARY HIGHLIGHTS:

The Board was requested in July to address the salary compression issue with the command structure of the Police Department. There has been a longstanding practice for a \$3,000 salary differential between the Deputy and the Chief.

To restore this differential I am proposing the following:

1. Restore the original \$3,000 differential
2. Apply the same 3.5% increase to the Chief that was applied to his command subordinates. Based on Chief's performance evaluation his increase for 2008 was 2.5%
3. Make the changes effective as of 5-1-08

RECOMMENDED ACTION:

DEPARTMENT HEAD APPROVAL 	VILLAGE ADMINISTRATOR
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AGENDA PAGE NUMBER:

ORDINANCE NO. ____

AN ORDINANCE
APPROVING A REDEVELOPMENT AGREEMENT
(WARNER DEVELOPMENT)

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) has previously entered into an Annexation, Subdivision and Pre-Development Agreement, dated as of June 26, 2008 (the “**Pre-Development Agreement**”) with Joseph H. Warner (aka Joseph Harold Warner), Gerald E. Warner (aka Gerald Eugene Warner), Kristi Ann Pflugmacher (fka Kristi Ann Warner), Trustee of The Warner Dynasty Trust under Agreement dated May 1, 2006, and Denise Ann Foster, Trustee of The Warner Dynasty Trust under Agreement date May 1, 2006, as owners (collectively, the “**Owners**”); and

WHEREAS, Section 5.B of the Pre-Development Agreement provided that the Village further agreed to enter into a Redevelopment Agreement with the Owners containing essentially the same terms and conditions of the Pre-Development Agreement within sixty (60) days after the adoption of tax increment financing for the Redevelopment Project Area No. 2; and

WHEREAS, the form of a Redevelopment Agreement dated as of August __, 2008 (the “**Redevelopment Agreement**”) by and between the Village and the Owners 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 Redevelopment Agreement is made and entered into under and pursuant to Division 15.1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as each is supplemented and amended.

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 Redevelopment Agreement be and the same is hereby approved.

Section 2. Authority to Execute and Record Agreement. The Village President and the Village Clerk are hereby authorized to execute the Redevelopment Agreement for and on behalf of the Village, with such changes therein as may be authorized by such Village President.

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 Redevelopment 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 the Corporate Authorities then holding office at a regular meeting held on the date set forth below as follows:

“Ayes” _____

“Nays” _____

“Absent” _____

PASSED this 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

ORDINANCE NO. ____

**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**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of August, 2008, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. ____

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:

Section 1. Adoption. 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 set forth in the title, headings and text thereof as attached hereto and hereby incorporated herein by this reference thereto.

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

Section 3. Conflict. All ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby 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 Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

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 more than 10 grams 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) 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).

(3) driving at a time 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).

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

(5) 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.).

(6) the third or any subsequent offense within a two (2) year period of 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.

ORDINANCE NO. _____

**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 12th day of August, 2008, 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 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 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

ORDINANCE NO. ____

**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	\$150.00

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 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

Exhibit A

An Ordinance adopting a comprehensive amendment to the Zoning Ordinance of the Village of Rantoul (Chapter 27) of the Village of Rantoul, Code-1977, as supplemented and amended)

ORDINANCE NO. 2153

**AN ORDINANCE
ADJUSTING THE COMPENSATION
OF THE POSITION OF CHIEF OF POLICE**

WHEREAS, under and pursuant to Section 19.2.2, entitled “Compensation”, of Article II, entitled “THE PERSONNEL FUNCTION, of CHAPTER 19, entitled “PERSONNEL”, of the Village of Rantoul Code-1977, as supplemented and amended (the “**Personnel Code**”) any changes or adjustments to the plan or schedule of compensation or pay for all employee positions, except bargaining unit positions (the “**Pay Plan**”), shall be made by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), at the same time as the approval of the annual budget or as otherwise deemed necessary or appropriate; and

WHEREAS, pursuant to Ordinance No. 2133, passed and approved on April 8, 2008, the Pay Plan for the fiscal year beginning May 1, 2008 was approved as a part of the passage and approval of the annual budget for the fiscal year beginning May 1, 2008; and

WHEREAS, the Corporate Authorities of the Village now deem it necessary and appropriate to make an adjustment not otherwise authorized by the Pay Plan to adjust the amount of compensation for the position of Chief of Police to the amount specified in this Ordinance below.

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

Section 1. The compensation for the position of Chief of Police shall be adjusted and increased by the amount of \$3,000.00 to the amount of \$76,905.00.

Section 2. The provisions of this Ordinance shall supersede any provision of the Pay Plan as established by the Budget Ordinance.

Section 3. This Ordinance shall become effective immediately upon its passage and approval as required by law, except that the compensation in the Pay Plan as adjusted by this Ordinance shall be effective as of May 1, 2008.

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 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

ORDINANCE NO. 2154

**AN ORDINANCE
ADOPTING A COMPREHENSIVE AMENDMENT TO THE
ZONING ORDINANCE OF THE VILLAGE OF RANTOUL (CHAPTER 27
OF THE VILLAGE OF RANTOUL CODE-1977, AS SUPPLEMENTED AND AMENDED)**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of August, 2008, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2154

**AN ORDINANCE
ADOPTING A COMPREHENSIVE AMENDMENT TO THE
ZONING ORDINANCE OF THE VILLAGE OF RANTOUL (CHAPTER 27
OF THE VILLAGE OF RANTOUL CODE-1977, AS SUPPLEMENTED AND AMENDED)**

WHEREAS, the President and Board of Trustees (the **“Corporate Authorities”**) of the Village of Rantoul, Champaign County, Illinois (the **“Village”**) on January 22, 1991, adopted Ordinance No. 1300, AN ORDINANCE ESTABLISHING COMPREHENSIVE ZONING REGULATIONS FOR THE VILLAGE OF RANTOUL, AND PROVIDING FOR THE ADMINISTRATION, ENFORCEMENT AND AMENDMENT THEREOF, which is known and cited as the Rantoul Zoning Ordinance-1991 (the **“Zoning Ordinance”**); and

WHEREAS, the Zoning Ordinance became effective on February 2, 1991, has been codified as Chapter 27 of the Village of Rantoul Code-1977, and has subsequently been supplemented and amended from time to time; and

WHEREAS, the Corporate Authorities of the Village, on February 14, 2006, adopted Ordinance No. 2019, AN ORDINANCE ADOPTING A COMPREHENSIVE PLAN, which such ordinance adopted an **“Official Comprehensive Plan”**, including the official map and the related goals and policies, of and for the Village (the **“Comprehensive Plan”**); and

WHEREAS, the Plan Commission of the Village (the **“Plan Commission”**), in furtherance of the goals, policies and objectives of the Comprehensive Plan, has considered and recommended various amendments to the Zoning Ordinance; and

WHEREAS, the Plan Commission held public hearings on separate portions of the various amendments in October 29, 2007 and November 26, 2007, respectively, notice of such public hearings having been published in accordance with Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14) and Section 6 of Title XXI of the Zoning Ordinance in the News-Gazette on October 14, 2007 in connection with the October 29, 2007 public hearing and in the Rantoul Press on November 7, 2007 in connection with the November 26, 2007 public hearing; and

WHEREAS, such various amendments, including other related changes necessary to accommodate such various amendments into the text of the Zoning Ordinance, have been codified into the text of a comprehensive amendment which completely revises the Zoning Ordinance (the **“Comprehensive Amendment”**); and

WHEREAS, the Plan Commission held a public hearing on the Comprehensive Amendment on June 30, 2008, notice of such public hearing having been published in accordance with Section 11-13-14 of the Illinois Municipal Code (65 ILCS 5/11-13-14) and Section 6 of Title XXI of the Zoning Ordinance in the Rantoul Press on June 11, 2008; and

WHEREAS, after due and proper consideration, the Corporate Authorities of the Village have determined that the Comprehensive Amendment conforms to the goals, policies and objectives of the Comprehensive Plan; and

WHEREAS, the Corporate Authorities of the Village now deem it in the best interests of the Village to enact and adopt the Comprehensive Amendment to the Zoning Ordinance as the new and revised Zoning Ordinance of the Village, including as the same is codified in Chapter 27 of the Village of Rantoul Code-1977, as supplemented and amended.

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

Section 1. Adoption. The Zoning Ordinance, including as codified in Chapter 27 of the Village of Rantoul Code, 1977, as supplemented and amended, be and the same is hereby further supplemented and amended by completely revising such Zoning Ordinance, including Chapter 27 of the Village of Rantoul Code-1977, which such revised Zoning Ordinance and Chapter 27 shall provide as set forth in the title, headings and text thereof as set forth in the Comprehensive Amendment attached hereto and hereby incorporated herein by this reference thereto.

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

Section 3. Conflict. All ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed, provided, however, that such repeal shall not abrogate or effect any act committed or done, any penalty or forfeiture incurred or any pending litigation or prosecution under any such repealed ordinance.

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

This Ordinance is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office on the date set forth below upon a roll call vote as follows:

“Ayes” _____
“Nays” _____
“Absent” _____

PASSED this 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

ORDINANCE NO. 2155

**AN ORDINANCE
APPROVING A REDEVELOPMENT AGREEMENT
(WARNER DEVELOPMENT)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) has previously entered into an Annexation, Subdivision and Pre-Development Agreement, dated as of June 26, 2008 (the “**Pre-Development Agreement**”) with Joseph H. Warner (aka Joseph Harold Warner), Gerald E. Warner (aka Gerald Eugene Warner), Kristi Ann Pflugmacher (fka Kristi Ann Warner), Trustee of The Warner Dynasty Trust under Agreement dated May 1, 2006, and Denise Ann Foster, Trustee of The Warner Dynasty Trust under Agreement date May 1, 2006, as owners (collectively, the “**Owners**”); and

WHEREAS, Section 5.B of the Pre-Development Agreement provided that the Village further agreed to enter into a Redevelopment Agreement with the Owners containing essentially the same terms and conditions of the Pre-Development Agreement within sixty (60) days after the adoption of tax increment financing for the Redevelopment Project Area No. 2; and

WHEREAS, the form of a Redevelopment Agreement dated as of August __, 2008 (the “**Redevelopment Agreement**”) by and between the Village and the Owners 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 Redevelopment Agreement is made and entered into under and pursuant to Division 15.1 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-15.1-1 et seq.) and the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as each is supplemented and amended.

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 Redevelopment Agreement be and the same is hereby approved.

Section 2. Authority to Execute and Record Agreement. The Village President and the Village Clerk are hereby authorized to execute the Redevelopment Agreement for and on behalf of the Village, with such changes therein as may be authorized by such Village President.

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 Redevelopment 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 the Corporate Authorities then holding office at a regular meeting held on the date set forth below as follows:

“Ayes” _____

“Nays” _____

“Absent” _____

PASSED this 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

ORDINANCE NO. 2156

**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 12th day of August, 2008, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2156

**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 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

ORDINANCE NO. 2157

**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	\$150.00

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 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

ORDINANCE NO. 2158

**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**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 12th day of August, 2008, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

Village Clerk

ORDINANCE NO. 2158

**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:

Section 1. Adoption. 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 set forth in the title, headings and text thereof as attached hereto and hereby incorporated herein by this reference thereto.

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

Section 3. Conflict. All ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby 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 Corporate Authorities then holding office at a regular meeting on the date set forth below.

PASSED this 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President

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 more than 10 grams 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) 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).

(3) driving at a time 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).

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

(5) 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.).

(6) the third or any subsequent offense within a two (2) year period of 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.

RESOLUTION NO. 8-08-1063

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF A SITE LEASE
(iPCS Wireless, Inc.)**

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 Site Lease (the “**Lease**”) by and between the Village and iPCS Wireless Inc., a Delaware corporation (the “**Lessee**”), in connection with the lease of space on the handrail of an existing water tower for the installation of up to nine (9) antennas.

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 Lease by and between the Village and the Lessee, in substantially the form of such Lease as 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 Lease, with such insertions, changes and revisions in the form of such Lease 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 Lease now before the meeting of the Corporate Authorities at which this Resolution is adopted.

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

PASSED this 12th day of August, 2008.

Village Clerk

APPROVED this 12th day of August, 2008.

Village President