

**Rantoul Village Board of Trustees
Regular Board Meeting
April 10, 2012**

Order of Business

Board Packet Page(s)

- 1. Call to Order – Mayor Williams**
 - Invocation – Pastor Ken Crawford, First Baptist Church
 - Pledge of Allegiance
 - Roll Call

- 2. Approval of Agenda**

- 3. Public Participation**

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

- 4. Administrator Report**

Section A – Consent Agenda

- 5. 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) Approve Minutes of: the Regular Study Session of March 6, 2012, the Regular Board Meeting of March 13, 2012 and the Special Board Meeting of March 19, 2012
- (B) Approve Bills and Monthly Financial Reports
- (C) Motion to affirm the appointment of Gwen McMorris to Police Pension Board for term to expire in May 2012 and new term to expire in May 2014
- (D) Motion to pass MFT Resolution No. 4-12-1124, A RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE - \$225,000.00 23-25
- (E) Motion to authorize the approval of the employee benefits plan proposal for Benefits Plan Year (2012-2013) as outlined on Page 16 of the Board Packet 16-17

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

Section B – Consideration of Bids, Contracts & Other Expenditures

7. Motion to authorize and approve sole source contract with Aqua Aerobic Systems, Inc. to refurbish one traveling bridge filter at the Waste Water Treatment Plant - \$151,993.00 65-69

Section C – Consideration of Ordinances & Resolutions

8. Motion to pass Ordinance No. 2290, AN ORDINANCE GRANTING A REQUESTED GENERAL VARIANCE UNDER THE VILLAGE OF RANTOUL, ZONING ORDINANCE (101 W. International Avenue) 25-64, 80-81
9. Motion to pass Ordinance No. 2291, AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF CERTAIN REAL ESTATE (1000 and 1002 E. Grove Ave.) 70-71
10. Motion to pass Ordinance No. 2292, AN ORDINANCE AMENDING SECTION 24-187 OF THE CODE OF ORDINANCES, VILLAGE OF RANTOUL, ILLINOIS (Tuition Reimbursement) 72-79
11. Motion to pass Ordinance No. 2293, AN ORDINANCE REVISING THE ANNUAL BUDGET (Public Works Admin. Fund) 18, 82
12. Motion to pass Ordinance No. 2294, AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2012-2013 1-15, 83-85
13. Motion to pass Ordinance No. 2295, AN ORDINANCE AUTHORIZING THE CONVEYANCE OF PERSONAL PROPERTY BY THE VILLAGE OF RANTOUL, ILLINOIS (Scrap Metal and Scrap Wire) 19-22, 86-87
14. Item from Counsel
(A) Motion to pass Ordinance No. 2296, AN ORDINANCE RESERVING VOLUME CAP IN CONNECTION WITH PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS 88-89

Section 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.

Section E – Public Announcements

Section F – Closed Session

15. Motion to enter into closed session pursuant to 5 ILCS 120/2 (C) 5, to consider the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired

Section G – Adjournment



16. Motion to Adjourn

Statement Regarding Compliance with 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 who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Village of Rantoul should contact the ADA Coordinator at (217) 892-6821. TTY users should dial 7-1-1 or call the Illinois Relay Center at 1-800-526-0844 (TTY) or 1-800-526-0857 (V). TTY users requiring Spanish language assistance should call 1-800-501-0864 (TTY).

We would appreciate advance notice of at least 48 hours for any requests to receive an agenda in an alternate format or other types of auxiliary aids and services.

**BOARD OF TRUSTEES
VILLAGE OF RANTOUL**

AGENDA ITEM	PAGE _____ OF _____
ITEM: Waste Water Treatment Traveling Bridge Filters	DEPARTMENT: Public Works
AGENDA SECTION:	AMOUNT: \$151,993.00
ATTACHMENTS: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> OTHER (See Summary Highlights) <input checked="" type="checkbox"/> SUPPORTING DOCUMENTS	DATE: March 30, 2012
<p>SUMMARY HIGHLIGHTS:</p> <p>The purpose of this memorandum is to provide an overview of the Waste Water Treatment Plant's Traveling Bridge Filters purpose and an explanation on their current condition and the need for them to be refurbished. These filters are at a point in which a major overhaul of them is required. The approximate cost of this overhaul for both filters is \$303,986, which includes labor and materials. Public Works is recommending that at this time one filter (\$151,993) be repaired and the second filter overhauled during the Phosphorous removal project.</p> <p>Typical maintenance of the filters includes routine replacement of the filter media. At times chlorine is added to kill of any biological growth that may be occurring. Typical concentrations of chlorine are less than 50 parts per million.</p> <p>Filter Problem</p> <p>Over the last year, Steve Post, Chief of Operations of the Plant has noticed a significant decline in the performance in the filters, specifically the filter's filters ability to remove solids. Each filter is designed to handle 8 MGD (million gallons a day). To determine what was causing the problem the filter was recently drained and the sand media removed. Upon inspection it was determined that there had been multiple failure points where the porous plates attach to the support brackets. This failure allows solids to pass through the filter. The significance of this problem is aggravated by operational issues at the Rantoul Foods Pre-treatment Plant.</p> <p>Refurbishment</p> <p>To refurbish the filter it will require the replacement of all polyethylene porous plates as well as the replacement of the filter media. The Public Works staff has been in contact with several vendors and has received one quote from Aqua - Aerobic System Inc. for \$151,993. Funding for this refurbishment would come from the Waste Water Fund. The design engineering expense for the phosphorous removal project will be adjusted and spread out over a two budget period.</p>	
RECOMMENDED ACTION: Public Works recommends that the Board approve a sole source contract with Aqua-Aerobic Systems, Inc., in the amount of \$151,993.00.	
DEPARTMENT HEAD APPROVAL: G. Gregory Hazel, P.E. 	VILLAGE ADMINISTRATOR: 
AGENDA PAGE NUMBER:	



TO: Rantoul WWTP
1625 East Grove Road
Rantoul
Illinois 61866
USA

PROJECT: RANTOUL WWTP

BID DATE: March 13, 2012

ATN: Steve Post

PROPOSAL DATE: March 13, 2012

CC: Aqua-Aerobic Systems - AMS / ph#: 815/639-4515
Tim Lamont

The following Notes apply to Aqua-Aerobic Systems' proposal:

- We are pleased to quote, for acceptance within 30 days of this date, prices and terms on goods listed below.
- Equipment will be furnished by Aqua-Aerobic Systems, Inc. with unloading of goods by the Buyer.
- Equipment listed below is for rebuild of one 16' x 94' IDI (Degremont) unit as recommended by Aqua-Aerobic Systems field service personnel.
- Turnkey teardown and installation of the equipment will be completed as follows. The buyer will be responsible for removal of the filter media before work can begin.

- Contractor hired by Aqua Aerobic Systems to remove all ¼ - 20 hardware, hold down angles, caulk and old porous plates. After removal, all cell sheets will be inspected and ledges will be cleaned to be free of caulking. Once unit is clean, new poly plates, angles, and hardware will be installed. After this is completed, a light test will be performed to assure the plates are installed properly for the plant. Before the media is installed, holes will be drilled in the cell sheets and spacer rods and hardware installed between cells to strengthen the unit. Contractor will then coordinate the installation of the media with pneumatic truck delivery. After media installation and start-up of the filter is completed, a walk through of the entire filter will be performed to check for other possible problems. Wear strips, bearings, pumps, etc. will be inspected to make sure everything is working correctly.
- If additional modifications beyond the underdrain replacement are required to the filter they will represent an additional cost.

- A dumpster and disposal will be provided by the plant for all waste materials. Price does not include delays beyond contractor control. Electrical service 110V, 20amp needs to be provided. Price is for non-union labor. Access to the site is necessary from 7AM to 7PM

Underdrain Installation Component(s) consisting of:

- HDPE Porous Plates, 39.5" x 8" x .75" nominal
- Spacer blocks.
- Tube(s) of sealant (10.3 oz).
- Retaining angle(s) and hardware.
- Stainless steel spacer stud(s) and hardware.
- Pneumatic caulking gun.
- High grade silica sand approximately 11 inches deep, complying with sections 1, 2.2 and 5 of the standard specifications for the filtering material (AWWA Designation B100-89). The 10% size or effective size shall be between .55 and .65 millimeters. The uniformity coefficient (ratio of 60% size to 10% size) shall not exceed 1.50. Media to be installed via pneumatic truck.
- End Plate Support Shims, 8" nominal.

Supervision/Freight

Supervision/Freight Domestic

1 Supervision Services and Freight Package(s) will be provided as follows:

- FREIGHT TO JOBSITE

The Following Notes apply to Aqua-Aerobic Systems' Proposal:

- We expect record set drawings and equipment to be completed and in transit to you approximately 8-10 weeks after receipt of order with acceptable terms and conditions and guarantee of payment. Any changes to the record set drawings may result in price adder(s). *Schedules may be adjusted at time of order placement, depending upon existing order backlog. Weeks quoted are actual working weeks.
- Materials and Services not specifically described/itemized in this proposal are not included in the quoted total price, and are to be supplied by the installing contractor/purchaser.

- F.O.B. ORIGIN; TITLE AND RISK OF LOSS: All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

- TAXES: State and/or local taxes are not included in the price but will be charged unless we receive a valid resale/exemption certificate.

- PAYMENT TERMS: Subject to credit approval and guarantee of payment, payment Net 30 days from date of each shipment; no retainage allowed.
- Supervision services included in Aqua-Aerobic Systems' proposal are based upon supply of the quantity of trips and days stated. Additional supervision services can be provided for an additional charge of \$1100/day plus travel and living expenses.

GOODS QUOTED ABOVE WILL BE SOLD SUBJECT ONLY TO THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY OBJECTED TO.

Total Price: \$151,993

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by: _____
Company: _____

Offer Respectfully Submitted,


By: _____ Date: _____

Paul Klebs, AfterMarket Sales Manager
Aqua-Aerobic Systems, Inc.

ORDINANCE NO. 2291

**AN ORDINANCE
AUTHORIZING THE ACCEPTANCE OF CERTAIN REAL ESTATE
(1000 and 1002 E. Grove Avenue)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to acquire any real estate, including any interest therein, for municipal purposes in such manner as the President and the Board of Trustees (the “**Corporate Authorities**”) of the Village may authorize; and

WHEREAS, the Corporate Authorities of the Village have determined that it is advantageous and desirable for municipal purposes and the public welfare of its residents for the Village to accept title to certain real estate in order to promote and protect the health, safety, morals and welfare of the public; and

WHEREAS, John R. Bonacorsi and Barbara B. Bonacorsi, of Rantoul, Illinois, as Grantor, have agreed to convey and donate to the Village, as Grantee, title to the real estate more particularly described as follows (collectively, the “**Real Estate**”):

Lots 1 and 2 of Francis J. Klein’s Third Addition to Rantoul, as per Plat recorded in Book “H” at Page 93, situated in Champaign County, Illinois.

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

Section 1. That, subject to the approval of the form of the deed by the Village Attorney, the acceptance of title to the Real Estate by the Village from the Grantor for the purposes as set forth in the preambles and recitals of this Ordinance be and the same is hereby authorized and approved.

Section 2. That all actions of the officers, employees and agents of the Village heretofore taken in connection with the Deed and the acceptance of the Real Estate are hereby ratified, confirmed and approved.

Section 3. That from and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to prepare, execute, deliver, acknowledge and file all such supplemental instruments as may be necessary to accomplish the purposes of this Ordinance and the consummation of the transfer of the Real Estate to the Village in accordance with the respective terms, conditions and undertakings of the Ordinance.

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 held on the date set forth below upon a roll call vote as follows:

“Ayes”

“Nays”

“Absent”

PASSED this 10th day of April, 2012.

Village Clerk

APPROVED this 10th day of April, 2012.

Village President

ORDINANCE NO. 2292

**AN ORDINANCE
AMENDING SECTION 24-187 OF THE
CODE OF ORDINANCES, VILLAGE OF RANTOUL, ILLINOIS**

**VILLAGE OF RANTOUL
CHAMPAIGN COUNTY, ILLINOIS**

CERTIFICATE OF PUBLICATION

Published in pamphlet form this 10th day of April, 2012, by authority of the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois.

VILLAGE CLERK

ORDINANCE NO. 2292

**AN ORDINANCE
AMENDING SECTION 24-187 OF THE
CODE OF ORDINANCES, VILLAGE OF RANTOUL, ILLINOIS**

WHEREAS, the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois now find it necessary, desirable and appropriate to amend Section 24-187 of the Code of Ordinances, Village of Rantoul, Illinois, to modify and clarify those courses of study for which certain employees of the Village may be eligible to be reimbursed for a portion of the cost of tuition for such courses of study.

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. Section 24-187, entitled "Tuition Reimbursement", of the Code of Ordinances, Village of Rantoul, Illinois, as supplemented and amended, be and the same is hereby revised 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. This Ordinance shall become effective following the passage, approval and publication as required by law.

Section 3. Conflict. All ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded and 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 10th day of April, 2012.

Village Clerk

APPROVED this 10th day of April, 2012.

Village President

Sec. 24-187. – Tuition reimbursement.

The village may reimburse any regular/full-time employee other than any provisional employee who successfully completes an approved college-level or technical course or courses of study for a portion of the cost of tuition (excluding any applicable fees) for any such approved course or courses subject to the following terms and conditions:

- (1) Prior to the beginning date of any such course or courses, any such regular/full-time employee covered by this section shall submit to his appointing authority a request for such tuition reimbursement which includes a written statement describing the relationship between the course or courses to be taken and the duties of his position.
- (2) If the applicable appointing authority determines on the basis of any such written statement that the course or courses to be taken is directly related to the duties of any such position as specified in the employee's job description and the actual performance of any required daily activities, such appointing authority may approve such request subject to the conditions: (i) that funds are budgeted for such purpose; (ii) that any such course or courses shall be taken on the personal time of any such regular/full-time employee covered by this section; (iii) the cost of tuition shall have been paid for when due and in advance of any such reimbursement and (iv) that any such course or courses shall have been successfully completed with a passing grade of at least average or its equivalent.

Tuition Reimbursement

PURPOSE

The purpose of this Policy is to establish guidelines under which financial assistance may be provided when approved in advance and included in the annual approved department budgets to regular full time employees who successfully complete pre-approved courses. The Village will provide partial financial reimbursement to eligible employees who successfully complete courses of instruction from approved external education sources, utilizing their own time and funds, when such training is directly related to the employee's job description and performance of required daily activities . Courses and programs eligible for reimbursement are limited to courses given by fully accredited colleges and universities located in the State of Illinois.

Courses for technical or non-traditional scholastic training also may be reimbursed, provided that prior written approval has been attained and budgeted. Additional undergraduate and graduate courses of instruction not leading to a degree but relating to specific areas of current job performance may be permitted subject to justification and approval by the employee's supervisor, Department Director, Human Resource Mgr. and the Village Administrator.

All courses and programs are subject to review and approval by the Human Resource Mgr. and Village Administrator. Elective courses that are not specifically job related will not be considered for reimbursement.

In no case is approval of a course to be construed as an actual or implicit guarantee to the employee of a promotion and/or position specifically using such training.

In no instance will initial approval of a job related course or courses guarantee continued approval of future courses. Approval and reimbursement amounts will always be contingent upon budgetary constraints and serving the best interest of the Village.

PROCEDURES

1. Completing the Tuition Reimbursement Form:

An eligible employee interested in participating in the Tuition Reimbursement Program must complete and have approved the Tuition Reimbursement Form prior to enrolling in the course. This form is available from the Personnel Department.

Employees must complete the form, attach a short course description and the fee schedule for tuition and registration, and forward it to their immediate supervisor. Employees applying for initial program or course approval must also attach a description of the institution indicating that it is accredited.

Employees sign the Tuition Reimbursement Form acknowledging that they understand and agree to repay to the Village the reimbursement or cost of the training if they leave Village employment through voluntary or involuntary termination within one year (12 months) of completing the course and receiving reimbursement.

2. Approval or Disapproval Procedure:

The immediate supervisor signs on the supervisor's signature line and indicates approval or disapproval of the requested course/program in accordance with the Tuition Reimbursement Policy. If desired, the supervisor may comment by attaching a memorandum.

The immediate supervisor then forwards the Tuition Reimbursement Form through appropriate levels to the appropriate department head.

The department head signs the form indicating approval or disapproval and may comment, if desired, by attaching a memorandum. Both the employee and the department head must justify on the application the expected benefits to be

derived from the course. The form is then forwarded to the Human Resource Mgr.

The Human Resource Mgr. or designee will review the application to ensure compliance with the policy and governing procedures, verifying the information in the application and the qualifications of the educational institution or the sponsoring organization. The Human Resource Mgr. then signs the form indicating either approval or disapproval of the request. Program or course requests are forwarded to the Village Administrator or designee, who will sign and return the Tuition Reimbursement Form to the Personnel Department, indicating approval or disapproval.

If the application is approved, the Human Resource Mgr. will return the employee's copy to the employee and the department copy to the department director. The Human Resource Mgr. will hold the Personnel copy in the pending Request for Tuition Reimbursement folder. Employees should retain their approved application copy until such time as they complete or discontinue the course or training.

If the application is disapproved, the employee's and department's copies will be returned to the department director indicating the reason(s) for this action. The department director in turn will forward the rejected application to the employee concerned, through the employee's immediate supervisor, with appropriate explanation.

At any time during this process should anyone disapprove of the tuition reimbursement, the processing will stop at that level of disapproval and copies of the form and reason for disapproval shall be returned to all previous levels of the routing process.

Approved degree or diploma programs should be reviewed annually by the employee's immediate supervisor to determine progress in meeting job performance objectives.

In no case is approval of a degree program to be construed as an actual or implicit guarantee to the employee of a promotion and/or position specifically utilizing such training upon completion of the program or course.

3. Requesting Reimbursement:

After completion of the course, the employee will submit a copy of the grade(s) and original receipt of cost, along with verification of payment, to the Human Resource Mgr. These should be attached to the employee's copy of the approved Tuition Reimbursement Form. For the approved tuition to remain valid, requests for reimbursement must be made as soon as possible after receipt of all required documentation but no later than six weeks following course completion.

The employee must sign the reimbursement request section of the form. If the employee does not complete a course, the employee must notify the Human Resource Mgr. in writing that reimbursement is no longer requested.

Once all required materials are submitted for reimbursement, the Human Resource Mgr. will calculate the amount due an employee and complete a Manual Check Request form. After receipt of this information, the Finance Department will prepare a check for the employee.

Once the reimbursement is prepared, the Human Resource Mgr. will ensure that the employee receives the reimbursement check. The Human Resource Mgr. will keep copies of the approved MCR, Tuition Reimbursement Form, and appropriate receipts in the Approved Tuition Reimbursement folder by fiscal year and in the employee's file.

4. Reimbursement Amount:

If the employee completes the course and receives a grade of "A" or "B", reimbursement will be made at 100 percent. For a grade of "C", reimbursement will be made at 50 percent. No reimbursement will be made for a grade of "D" or below or for course withdrawals and/or course incompletes.

Reimbursement will be made as approved in advance for courses which do not result in a letter grade provided that evidence of satisfactory completion is provided.

In no event will any employee be entitled to tuition reimbursement benefits exceeding \$2500 during a fiscal year. Employees are fully responsible for the tax consequences of any reimbursement in accordance with applicable laws.

ORDINANCE NO. 2290

**AN ORDINANCE
GRANTING A REQUESTED GENERAL VARIANCE
UNDER THE VILLAGE OF RANTOUL ZONING ORDINANCE
(101 W. International Avenue, Rantoul, Illinois)**

WHEREAS, Prominic Net, Inc. (the “**Applicant**”), in Application No. 12-V-1 (the “**Application**”), made a request for the granting of a general variance from the provisions of Section 46-101 of the Zoning Ordinance for an increase in the maximum height of an antenna tower from 65 feet to 100 feet in connection with the proposed construction and installation of a 100-foot antenna tower (the “**Requested Variance**”) upon certain property having a common address of 101 W. International Avenue, Rantoul, Illinois (the “**Premises**”) in the CR-2 Aviation Support District, as established under and pursuant to the Rantoul Zoning Ordinance (Chapter 46 of the Rantoul Code), as supplemented and amended (the “**Zoning Ordinance**”); and

WHEREAS, the Board of Zoning Appeals (the “**Board**”), of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), following the publication in the *Rantoul Press* on March 14, 2012, of due notice of a public hearing on the Requested Variance to be held on March 29, 2012, duly held and conducted such public hearing and made a final decision to forward to the President and Board of Trustees (the “**Corporate Authorities**”) of the Village, upon a vote of 5 to 0, its recommendation that the Corporate Authorities approve the Requested Variance; and

WHEREAS, such final decision of the Board (the “**Board Decision**”) has been reduced to writing, and, it, together with the Application, have been forwarded to the Corporate Authorities and are now before the meeting of the Corporate Authorities at which this Ordinance is adopted; and

WHEREAS, the Premises are more particularly described in the Application and in the Board Decision; and

WHEREAS, the Corporate Authorities have duly considered the Board Decision and the Application, and have further determined not to take any additional testimony or other evidence regarding the Requested Variance or the Board Decision.

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

Section 1. Findings. The Corporate Authorities hereby specifically find and determine as follows:

a. That the matters set forth in the preambles and recitals to this Ordinance are true, correct and complete and are hereby fully adopted as the findings of the Corporate Authorities by this reference thereto; and

b. That the specific findings of fact as made by the Board and as set forth in the Board Decision with respect to the matters specified in Section 46-365(2)b. of the Zoning

Ordinance are hereby fully adopted as the findings of the Corporate Authorities by this reference thereto.

Section 2. Decision of Corporate Authorities. Based upon the above findings, the Corporate Authorities hereby grant the Requested Variance for the Premises, subject to such more specific terms, if any, of the Board Decision as may be more particularly set forth therein.

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 rescheduled regular meeting on the date set forth below.

PASSED this 10th day of April, 2012.

Village Clerk

APPROVED this 10th day of April, 2012.

Village President

ORDINANCE NO. 2293

**AN ORDINANCE
REVISING THE ANNUAL BUDGET
(Public Works Admin. Fund)**

WHEREAS, the annual budget for the fiscal year beginning May 1, 2011 and ending April 30, 2012 (the “**Annual Budget**”) of the Village of Rantoul, Champaign County, Illinois (the “**Village**”) was duly approved by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village under and pursuant to Ordinance No. 2257, passed and approved at a regular meeting on April 12, 2011; and

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

WHEREAS, funds are available to effectuate such revisions.

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

Section 1. Revision(s) to Annual Budget. The Annual Budget, as heretofore supplemented and amended, is hereby further supplemented and amended in order to add to, delete, change or otherwise revise the Annual Budget by providing for such transfers between or among the funds or accounts so designated or such authorized expenditures from the unappropriated balances or other additional revenues so designated, all as set forth in the form of the Budget Amendment document(s) (BA-FY-12-09), a copy of which is attached hereto and hereby incorporated herein by this reference thereto.

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

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

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

PASSED this 10th day of April, 2012.

Village Clerk

APPROVED this 10th day of April, 2012.

Village President

ORDINANCE NO. 2294

**AN ORDINANCE
APPROVING THE ANNUAL BUDGET FOR FISCAL YEAR 2012-2013**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”), is a home rule unit pursuant to the provisions of Section 6, Article VII of the 1970 Constitution of the State of Illinois, and may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt; and

WHEREAS, the provisions of Section 8-2-9.1 through Section 8-2-9.10 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1 through 5/8-2-9.10), as supplemented by the power and authority of the Village as a home rule unit, are effective in and for the Village, the same having been adopted on September 9, 1997 by the President and Board of Trustees (the “**Corporate Authorities**”) of the Village pursuant to Ordinance No. 1547, as supplemented and amended, including pursuant to Ordinance No. 1723 adopted on March 14, 2000 (now codified as Article II, entitled “Annual Budget”, of Chapter 14, entitled “Finance”, of the Code of Ordinance, Village of Rantoul, Illinois, the “**Annual Budget Provisions**”); and

WHEREAS, an annual budget for the fiscal year of the Village beginning May 1, 2012 and ending April 30, 2013, including the Pay Plan as provided for in Section 24-28, entitled “Compensation”, of the Code of Ordinances, Village of Rantoul, Illinois, as supplemented and amended, has been compiled in tentative form by the Budget Officer in accordance with the provisions of Section 14-30 of the Annual Budget Provisions (collectively, the “**Proposed Annual Budget**”); and

WHEREAS, such Proposed Annual Budget as compiled in tentative form was made conveniently available for public inspection by the Corporate Authorities of the Village at least ten (10) days prior to a public hearing on such Proposed Annual Budget; and

WHEREAS, a public hearing was duly held at 6:10 p.m. on Tuesday, April 3, 2012, after due and proper notice of the availability for inspection of such Proposed Annual Budget and of such public hearing having been given by publication in *The Rantoul Press*, a newspaper published within the Village, on March 21, 2012, a date at least ten (10) days prior to the date of such public hearing; and

WHEREAS, the Corporate Authorities of the Village hereby desire to pass, approve and adopt the Proposed Annual Budget as compiled in tentative form by the Budget Officer, including as such Proposed Annual Budget in tentative form has subsequently been changed, modified and revised by the Budget Officer and the Corporate Authorities prior to the adoption of this Ordinance (the “**Annual Budget**”); and

WHEREAS, a true, complete and correct copy of such Annual Budget as so changed, modified and revised by the Budget Officer and the Corporate Authorities of the Village prior to the adoption of this Ordinance has been presented to and is now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

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

Section 1. Passage, Approval and Adoption of Annual Budget. The Annual Budget be and the same is hereby passed, approved and adopted as the annual budget of and for the Village for the fiscal year beginning May 1, 2012 and ending April 30, 2013. The Annual Budget, as so passed, approved and adopted, shall be on file in the records of the Village Clerk with this Ordinance but any failure to do so shall not abrogate, diminish or impair its effect. In accordance with Section 8-2-9.4 of the Illinois Municipal Code (65 ILCS 5/8-2-9.4) and Section 14-29 of the Annual Budget Provisions, the passage, approval and adoption of the Annual Budget as provided in this Ordinance shall be in lieu of the passage of an appropriation ordinance as required by Section 8-2-9 of the Illinois Municipal Code (65 ILCS 5/8-2-9).

Section 2. Adjustment for Encumbrances. The Village Comptroller is hereby authorized to adjust the Annual Budget for the purposes of increasing any applicable expenditure by the amount of any encumbrance outstanding as of April 30, 2012.

Section 3. Severability. If any estimated revenues or authorized expenditures contained in the Annual Budget as passed, approved and adopted by this Ordinance is for any reason held invalid or unconstitutional for any reason whatsoever by a court of competent jurisdiction, the remainder of the Annual Budget, including as such Annual Budget may subsequently be supplemented and amended from time to time, shall not be affected thereby.

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 held on the date set forth below upon a roll call vote as follows:

“Ayes” _____

“Nays” _____

“Absent” _____

PASSED this 10th day of April, 2012.

Village Clerk

APPROVED this 10th day of April, 2012.

Village President

STATE OF ILLINOIS)
COUNTY OF CHAMPAIGN) SS.
VILLAGE OF RANTOUL)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Rantoul, Champaign County, Illinois (the “**Village**”), and as such official I am the keeper of the records and files of the Village and of the President and Board of Trustees of the Village (the “**Corporate Authorities**”).

I do further certify that the attached constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 10th day of April, 2012, insofar as same relates to the adoption of Ordinance No. 2294, entitled:

**AN ORDINANCE APPROVING THE ANNUAL BUDGET FOR
FISCAL YEAR 2012-2013,**

a true, correct and complete copy of which ordinance (the “**Ordinance**”) as adopted at such meeting appears in the transcript of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the Ordinance were taken openly, that the vote on the adoption of the Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the open meeting laws of the State of Illinois, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and their procedural rules in the adoption of the Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the Village of Rantoul, Champaign County, Illinois, this 10th day of April, 2012.

(SEAL)

Village Clerk

ORDINANCE NO. 2295

**AN ORDINANCE
AUTHORIZING THE CONVEYANCE OF PERSONAL
PROPERTY OWNED BY THE VILLAGE OF RANTOUL, ILLINOIS
(Scrap Metal and Scrap Wire)**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Village**”) is a home rule unit under and pursuant to Section 6(a) of Article VII of the Constitution of the State of Illinois, and is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to authorize the sale, conversion, conveyance, trade-in or other disposition (any of which is collectively referred to herein as a “**conveyance**”) of any of its personal property in such manner as the President and the Board of Trustees of the Village (the “**Corporate Authorities**”) may authorize, with or without advertising or competitive bid for any such conveyance; and

WHEREAS, the Village owns and will own the items of personal property consisting of scrap metal and scrap copper and aluminum wire (the “**Personal Property**”), which the Corporate Authorities find has or will have an estimated value of more than \$5,000.00 but is or will be no longer necessary or useful to, or in the best interests of, the Village to retain; and

WHEREAS, the Village has solicited sealed bids for the sale of such Personal Property for and during the period from April 30, 2012 to April 30, 2014; and

WHEREAS, Dale E. Thornton, d/b/a TNT Recycling, has submitted a sealed bid dated as of March 21, 2012 (the “**Bid**”) to purchase the Personal Property during such period for the following purchase prices per pound (collectively, the “**Purchase Prices**”):

<u>Scrap Metal</u>	<u>Scrap Copper Wire</u>	<u>Scrap Aluminum Wire</u>
\$0.1125	\$2.12	\$0.5175

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 Bid of Dale E. Thornton, d/b/a TNT Recycling, as described above is hereby accepted and the sale of the Personal Property is hereby authorized to be made to Dale E. Thornton, d/b/a TNT Recycling, the highest bidder, for the amount of the Purchase Prices per pound for and during the period from April 30, 2012 to April 30, 2014.

Section 2. From and after the effective date of this Ordinance, the proper officers, employees and agents of the Village are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all documents and instruments as may be necessary to complete the conveyance of such Personal Property and to carry out the intent and accomplish the purposes of this Ordinance in accordance with its terms.

Section 3. 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 10th day of April, 2012.

Village Clerk

APPROVED this 10th day of April, 2012.

Village President

ORDINANCE NO. 2296

**AN ORDINANCE
RESERVING VOLUME CAP IN CONNECTION WITH
PRIVATE ACTIVITY BOND ISSUES, AND RELATED MATTERS**

WHEREAS, the Village of Rantoul, Champaign County, Illinois (the “**Municipality**”), is a municipality and a home rule unit of government under Section 6 of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, Section 146 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provides that the Municipality has volume cap equal to \$95.00 per resident of the Municipality in each calendar year, which volume cap may be reserved and allocated to certain tax-exempt private activity bonds; and

WHEREAS, the Illinois Private Activity Bond Allocation Act (30 ILCS 345/1 *et seq.*), as supplemented and amended (the “**Act**”), provides that a home rule unit of government may transfer its allocation of volume cap to any other home rule unit of government, the State of Illinois or any agency thereof or any non-home rule unit of government; and

WHEREAS, it is now deemed necessary and desirable by the Municipality to reserve all of its volume cap allocation for calendar year 2012 to be applied toward the issuance of private activity bonds (the “**Bonds**”), as provided in this Ordinance, or to be transferred, as permitted by this Ordinance;

NOW, THEREFORE, Be it ordained by the President and Board of Trustees of the Village of Rantoul, Champaign County, Illinois, as follows:

Section 1. That, pursuant to Section 146 of the Code and the Act, the entire volume cap of the Municipality for calendar year 2012 in the amount of \$1,229,395 is hereby reserved by the Municipality, which shall issue the Bonds using such volume cap, or shall use or transfer such volume cap, without any further action required on the part of the Municipality, and the adoption of this Ordinance shall be deemed to be an allocation of such volume cap to the issuance of the Bonds or such other bonds; provided, that any such transfer shall be evidenced by a written instrument executed by the President or any other proper officer or employee of the Municipality.

Section 2. That the Municipality shall maintain a written record of this Ordinance in its records during the term that the Bonds or any other such bonds to which such volume cap is allocated remain outstanding.

Section 3. That the President, the Village Clerk and all other proper officers, officials, agents and employees of the Municipality are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to further the purposes and intent of this Ordinance.

Section 4. That the provisions of this Ordinance are hereby declared to be separable, and if any section, phrase or provision of this Ordinance shall for any reason be declared to be invalid, such declaration shall not affect the remainder of the sections, phrases and provisions of this Ordinance.

Section 5. That all ordinances, resolutions or orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded; and that this Ordinance shall be in full force and effect upon its adoption and approval.

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 held on the date set forth below upon a roll call vote as follows:

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

PASSED this 10th day of April, 2012.

Village Clerk

APPROVED this 10th day of April, 2012.

Village President