

**REGULAR CITY COUNCIL MEETING
FARMER CITY, ILLINOIS
MONDAY, JULY 6, 2020
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

1. Call to order
2. Roll call
3. Pledge of allegiance to the flag
4. Proclamations/presentations/recognitions
5. Public Comment –

SECTION I CONSENT AGENDA

The following items will be adopted on a single motion without discussion unless a council member requests separate consideration:

- A. Approval of the minutes of the June 15, 2020 council minutes
- B. Fund Warrant List

SECTION II: UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

SECTION III: NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. RESOLUTION 2020-47 A Resolution Determining Whether the Need for Confidentiality Still Exists or Is No Longer Required as to All or Part of Minutes of All Confidential Closed Meetings.
- B. Approval of payout #1 to Spear Corporation for pool equipment in the amount of \$143,093.70.
- C. ORDINANCE 1051 An Ordinance Adopting a Policy Prohibiting Sexual Harassment for the City of Farmer City.
- D. Discussion regarding agreement with Knights Baseball for use of South Park.

SECTION IV: EXECUTIVE SESSION

SECTION V: OTHER ITEMS

1. City manager report
2. Non-agenda items and other business

ADJOURNMENT

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

**MINUTES OF THE FARMER CITY, ILLINOIS
CITY COUNCIL
REGULAR MEETING OF
JUNE 15, 2020 6 p.m.**

Roll call

Present: Councilmembers Shelley Friedrich, Willard McKinley, Ben Burden, Scott Kelley and Mayor Scott Testory.
Also, in attendance: City Manager Sue McLaughlin, City Clerk Angie Wanserski, City Attorney Joe Chamley.

Pledge of allegiance to the flag

Proclamations/presentations

Public Comment

SECTION I: CONSENT AGENDA

- A. Approval of the minutes of the June 01, 2020 council meeting
- B. Fund Warrant List

MOTION by McKinley to approve consent agenda. Seconded by Burden. Voted unanimously. Motion carried.

SECTION II: UNFINISHED BUSINESS Ordinances or resolutions previously tabled

SECTION III: NEW BUSINESS – Ordinances and resolutions for initial consideration

- 1. Resolution 2020-49 Appropriating Water Funds for a Watermain Replacement Project Along High Street and Market Street as part of the Rebuild Illinois Grant Program

This resolution is a “redo” of Resolution 46 for a grant due June 30th. Per the IEPA, we had to add minor sections to the project. The homes on the north along High are hooked up to watermain on Market, sharing service lines. There is no watermain on W High St which is against IEPA regulations. This redo will add pipe down streets and provide 3 more fire hydrants for the area. The increased total is approximately \$118,000 which will make the city responsible for an additional \$23,500.

MOTION by McKinley to approve Resolution 2020-49 Appropriating Water Funds for a Watermain Replacement Project Along High Street and Market Street as part of the Rebuild Illinois Grant Program. Seconded by Burden. Voted unanimously. Motion carried.

SECTION IV: EXECUTIVE SESSION –

SECTION V: OTHER ITEMS

1. City manager report

City manager McLaughlin stated that work has started back on the pool. There are 4 sink holes in town: on Lincoln, Green, Elm and the Days Inn.

2. Non-agenda items and other business.

ADJOURNMENT

MOTION by McKinley to adjourn meeting. Seconded by Kelley.
Voted unanimously. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
100		
Civic Sytems LLC	4,294.00	SOFTWARE FEES
PRESTO X PEST CONTROL	45.00	ADM - PEST CONTROL
MIDWEST MAILING AND SHIPPI	561.00	ADM - FOLDER INSERTER
WATTS COPY SYSTEMS INC	397.84	ADM COPIER
BILLIE COOPER	300.00	CLEANING
SPRINT	23.62	ADM - TELEPHONE
FRONTIER	75.27	ADM
U.S. BANK	859.00	ADM SUUPPLIES
U.S. BANK	244.00	ADM SUUPPLIES
U.S. BANK	252.25	ADM SUUPPLIES
U.S. BANK	35.91	ADM SUUPPLIES
U.S. BANK	33.16	ADM SUUPPLIES
City of Farmer City	233.70	ADM
Mediacom	268.10	ADMIN SERVICES
SIMPLIFIED COMPUTERS	855.00	ADM COMP REPAIR
Midland Paper Company	86.79	PAPER SUPPLES
QUILL	67.97	ADM - OFFICE SUPPLIES
QUILL	24.00	ADM - OFFICE SUPPLIES
U.S. BANK	58.98	ADM SUPPLIES
U.S. BANK	.97	ADM SUPPLIES
U.S. BANK	34.55	ADM SUPPLIES
EVANS FROEHLICH BETH AND	525.00	LEGAL
DOUGLAS DODGE	72.59	CHARGER
SMITHAMUNDSEN	1,975.00	GEN LABOR REP
U.S. BANK	45.98	POL SUPPLIES
SPRINT	174.43	POL TELEPHONE
TECHNOLOGY MANAGEMENT	132.81	IWIN MEMBERSHIP SERVICES
City of Farmer City	37.49	POLICE
Midland Paper Company	86.79	PAPER SUPPLES
QUILL	22.99	POL - OPERATING SUPPLIES
Evergreen FS Inc	449.57	POLICE FUEL
Reynolds Excavating	200.00	ASPHALT ROLLER RENTAL
MITCHELL'S TRUCKING	160.00	COLD MIX TRUCKING ONLY
CAMO'S LAWN AND LANDSCAP	1,160.00	CEMETARY
SPRINT	109.64	ST - TELEPHONE
APWA	208.00	RENEWAL MEMBERSHIP
City of Farmer City	229.99	STREET
SHAFF MACHINERY COMPANY	114.97	MOWER PARTS
Midland Paper Company	86.79	PAPER SUPPLES
Progressive Chemical	352.20	SUPPLIES
HEARTLAND AG INC	205.75	CROSSBOW
Evergreen FS Inc	146.98	STR -DIESEL FUEL
CAMO'S LAWN AND LANDSCAP	440.00	WEEDMAN PARK
CAMO'S LAWN AND LANDSCAP	1,320.00	SOUTH PARK
City of Farmer City	308.18	PARK
City of Farmer City	1,900.69	POOL
Total 100:	19,216.95	
150		
YEAGLES FORESTRY MULCHIN	1,000.00	TREE REMOVAL 421 S ELM
YEAGLES FORESTRY MULCHIN	2,500.00	TREE REMOVAL 503 E MARKET
Total 150:	3,500.00	
270		
EVANS FROEHLICH BETH AND	210.00	TIF 2

Vendor Name	Net Invoice Amount	
CAMO'S LAWN AND LANDSCAP	260.00	PRAIRIE RIDGE
Total 270:	470.00	
280		
MORAN ECONOMIC DEVELOP	475.00	STABILIZATION GRANT
Total 280:	475.00	
510		
Walker Tire Service	316.00	FRONT TIRES
ITRON INC	597.35	ITRON SERVICES
FRONTIER	99.01	WATER PHONE
City of Farmer City	2,034.24	WATER
Midland Paper Company	86.79	PAPER SUPPLES
Progressive Chemical	185.47	RUBBER GLOVES
U.S. BANK	56.99	WATER
Evergreen FS Inc	34.58	WATER FUEL
Water Products Co.	131.25	REPAIR CLAMP
Total 510:	3,541.68	
520		
CLASPILL AUTOMOTIVE	349.83	REPLACE BREAKS
PDC Laboratories Inc.	92.19	LAB SERVICES
CAMO'S LAWN AND LANDSCAP	120.00	CEM LIFT STATION
City of Farmer City	7,947.92	SEWER
CHEMSEARCH	891.45	MB1000
Midland Paper Company	86.79	PAPER SUPPLES
Evergreen FS Inc	138.33	SEWER FUEL
Total 520:	9,626.51	
530		
FORD CITY	832.82	PARTS AND LABOR
GLYCOL SOLUTIONS	200.00	BOILER TESTING
ITRON INC	600.00	ITRON SERVICES
SPRINT	96.77	ELE - TELEPHONE
NICOR Gas	60.38	ELE-UTILITIES
ANIXTER INC	274.00	BRKT CO ARR 3PH
Midland Paper Company	86.79	PAPER SUPPLES
Safety-Kleen Corporation	300.00	PARTS WASHER
Sams	69.98	SUPPLIES
ANIXTER INC	1,422.00	GROUNDING CLAMPS
U.S. BANK	91.99	ELEC SUPPLIES
Evergreen FS Inc	95.10	ELEC FUEL
GALETON GLOVES	182.74	SAFETY GLASSES
Menards	56.02	ELEC SUPPLIES
Menards	102.15	ELEC SUPPLIES
Total 530:	4,470.74	
Grand Totals:	41,300.88	

RESOLUTION NO. 2020-47

**A RESOLUTION
DETERMINING WHETHER THE NEED FOR
CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED
AS TO ALL OR PART OF MINUTES OF ALL CONFIDENTIAL CLOSED MEETINGS**

WHEREAS, Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) requires each public body to periodically, but no less frequently than semi-annually, to meet to review minutes of all closed meetings and to make a determination, reported in open session, that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection; and

WHEREAS, the Mayor and Council Members (the “**Corporate Authorities**”) of the City of Farmer City, DeWitt County, Illinois (the “**City**”) have met to review the minutes of all closed meetings which remain confidential as of the date hereof as detailed on the attached list (the “**Confidential Closed Meeting Minutes**”) in order to make such determination.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS, as follows:

Section 1. That the Corporate Authorities of the City hereby expressly find and determine that: (1) confidentiality still exists in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column under the heading “Confidential”, and (2) confidential treatment is no longer required in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column “Released” in that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

Section 2. That the City Clerk shall make those Confidential Closed Meeting Minutes so designated by an “X” in the column “Released”, if any, available for public inspection.

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 meeting on the date set forth below.

PASSED this 6th day of July 2020.

City Clerk

APPROVED this 6th day of July 2020.

Mayor

City of Farmer City
CLOSED MEETINGS
As of July 6, 2020

Date	Subject	Confidential	Released
January 21, 2013	Personnel, water and sewer	X	
February 4, 2013	Personnel, contract years	X	
March 4, 2013	Property,	X	
April 15, 2013	Personnel, mayor	X	
August 2, 2013	Property,	X	
Sept 3, 2013	Personnel, water superintendent	X	
Oct 7, 2013	Personnel, water superintendent	X	
Nov 14, 2013	Personnel, water superintendent	X	
Dec 16, 2013	Personnel, water superintendent	X	
February 2, 2014	Personnel, water superintendent	X	
February 3, 2014	Review closed session	X	
April 7, 2014	Personnel, specific employee matter	X	
April 21, 2014	Personnel, specific employee matter	X	
May 19, 2014	Personnel, manager evaluation	X	
August 4, 2014	Personnel/sale or lease of land	X	
October 6, 2014	Personnel, specific employee matter	X	
January 5, 2015	Personnel, specific employee matter	X	
March 2, 2015	Personnel, specific employee matter	X	
April 20, 2015	Sale or lease of property	X	
June 1, 2015	Personnel, specific employee matter	X	
June 15, 2015	Pending litigation	X	
July 6, 2015	Sale or lease of property	X	
July 20, 2015	Sale or lease of property	X	
August 3, 2015	Sale or lease of property/pending litigation	X	
Dec 7, 2015	Personnel, specific employee matter	X	
January 25, 2016	Personnel, specific employee matter	X	
February 25, 2016	Personnel, specific employee matter	X	
April 6, 2016	Property,	X	
April 18, 2016	Property,	X	
June 6, 2016	Pending litigation	X	
July 18, 2016	Personnel, specific employee matter	X	
October 31, 2016	Property,	X	

Nov 21, 2016	Personnel, specific employee matter	X	
Dec 5, 2016	Personnel, specific employee matter	X	
January 9, 2017	Pending litigation	X	
January 23, 2017	Pending litigation	X	
February 6, 2017	Personnel, specific employee matter	X	
April 3, 2017	Personnel, specific employee matter	X	
April 17, 2017	Pending litigation	X	
May 15, 2017	Personnel, specific employee matter	X	
May 19, 2017	Personnel, specific employee matter	X	
June 19, 2017	Personnel, specific employee matters	X	
June 22, 2017	Personnel, specific employee matter	X	
June 26, 2017	Personnel, specific employee matter	X	
August 21, 2017	Personnel, specific employee matter	X	
August 25, 2017	Personnel, specific employee matter	X	
October 2, 2017	Personnel, specific employee matter	X	
January 2, 2018	Setting price for sale or lease of property	X	
February 5, 2018	Property	X	
February 19, 2018	Setting price for sale or lease of property	X	
March 5, 2018	Property	X	
April 2, 2018	Setting price for sale or lease of property	X	
April 16, 2018	Pending litigation	X	
Oct 15, 2018	Personnel, manager evaluation	X	
Nov 5, 2018	Personnel, manager evaluation	X	
Dec 3, 018	Setting price for sale or lease of property	X	
January 7, 2019	Personnel, appointment	X	
May 6, 2019	Personnel, contract renewal	X	
May 20, 2019	Personnel, contract renewal	X	
June 30, 2019	Personnel, contract renewal	X	
July 15, 2019	Property,	X	
July 15, 2019	Setting price for sale or lease of property	X	
Sept 3, 2019	Setting price for sale or lease of property	X	
Nov 4, 2019	Property	X	
Dec 9, 2019	Property	X	
Dec 9, 2019	Review closed sessions	X	
February 3, 2020	Review closed sessions	X	
March 2, 2020	Property	X	
March 2, 2020	Review closed sessions	X	
March 2, 2020	Pending litigation	X	
March 2, 2020	FOP bargaining	X	
May 4, 2020	Setting price for sale or lease of property	X	
May 4, 2020	Property	X	

SPEAR

CORPORATION

12966 North CR 50 West
Roachdale, IN 46172
765-522-1126

ar@spearcorp.com

170-833

Invoice

Date	6/16/2020
Customer #	FAR004-C
Invoice #	19026-1

Bill To
Farmer City Swimming Pool 605 John Street Farmer City, IL 61842

Ship To

Terms Net 30	PO Number	Ship Via	Salesperson BJ
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Description	Extended
LESS RETAINAGE	115,331.00 8,778.00 34,884.00 -15,899.30

Thank you for your business!	Sales Tax	\$0.00
	Total	\$143,093.70

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

PAGES

OWNER:
Farmer City
105 South Main Street
Farmer City, IL 61842

PROJECT:
Farmer City Swimming Pool
605 John Street
Farmer City, IL 61842

FROM CONTRACTOR:
Spear Corporation
12966 North 50 West
Roachdale, IN 46172

ARCHITECT:
Fehr Graham
1610 Broadmoor Drive
Champaign, IL 61821

CONTRACT FOR:
Pool Construction

APPLICATION NO: 1

PERIOD TO: 6/30/2020

PROJECT NOS:

CONTRACT DATE: 10/18/2019

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

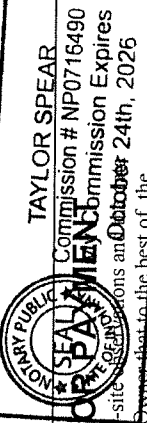
1. ORIGINAL CONTRACT SUM	\$	726,000.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	726,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	158,993.00
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	15899.3
b. _____ % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	15,899.30
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	143,093.70
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	143,093.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	582,906.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: 7/24 E. Fahl Date: 6-16-2020

By: [Signature] County of: Putnam
 State of: Indiana dated: June 2020
 Subscribed and sworn to before me this 16th day of June 2020
 Notary Public: [Signature]
 My Commission expires: 10-24-26



ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on on-site observations and information to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT: _____

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 1
 APPLICATION DATE: 6/16/2020
 PERIOD TO: 6/30/2020
 PROJECT NO:

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G % (G ÷ C)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)					
1	Mobilization	\$34,884.00		\$34,884.00			100.00%	\$142,287.00	\$3,488.40
2	Stainless Steel Gutter System	\$142,287.00						\$35,467.00	\$0.00
3	Stainless Steel Gutter Labor	\$35,467.00						\$17,489.00	\$0.00
4	Pipe and Fittings	\$34,977.00						\$35,112.00	\$1,748.80
5	Piping Labor	\$43,890.00						\$49,639.00	\$877.80
6	Deck, Maintenance and Safety Equipment	\$49,639.00						\$8,800.00	\$0.00
7	Deck Equipment Labor	\$8,800.00						\$97,843.00	\$0.00
8	Mechanical Room Equipment	\$195,686.00						\$35,200.00	\$9,784.30
9	Mechanical Room Labor	\$35,200.00						\$7,800.00	\$0.00
10	Waterfeatures	\$7,800.00						\$8,800.00	\$0.00
11	Waterfeature Labor	\$8,800.00						\$128,570.00	\$0.00
12	Finishes	\$128,570.00							\$0.00
GRAND TOTALS		\$726,000.00	\$0.00	\$158,993.00		\$0.00	\$158,993.00	\$567,007.00	\$15,899.30

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

ORDINANCE NO. 1051

**AN ORDINANCE ADOPTING A POLICY PROHIBITING SEXUAL HARASSMENT
FOR THE CITY OF FARMER CITY**

WHEREAS, the Illinois General Assembly previously enacted Public Act 100-0554, an Act concerning government, which became effective November 16, 2017;

WHEREAS, pursuant to the Act, the City of Farmer City adopted an ordinance adopting its policy to prohibit sexual harassment;

WHEREAS, the Illinois General Assembly enacted Public Act 101-0221, an Act concerning employment, which became effective August 9, 2019, requiring the amendment of sexual harassment policies;

WHEREAS, all prior existing sexual harassment policies of the City of Farmer City shall be superseded by the Policy Prohibiting Sexual Harassment adopted by this ordinance; and

WHEREAS, should any section or provision of this ordinance or the adopted Policy Prohibiting Sexual Harassment be declared to be invalid, that decision shall not affect the validity of this ordinance or adopted Policy Prohibiting Sexual Harassment as a whole or any part thereof, other than the part so declared to be invalid;

NOW, THEREFORE, be it ordained by the corporate authorities of the City of Farmer City the following:

Section 1. The Policy Prohibiting Sexual Harassment, included as Exhibit A to this ordinance, is hereby adopted.

Section 2. This ordinance shall be in full force and effect on July 6, 2020.

PASSED THIS 6th day of July, 2020.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED THIS 6th day of July, 2020.

Mayor Scott Testory

ATTEST:

Angie Wanserski

City Clerk

POLICY
PROHIBITING SEXUAL HARASSMENT¹

I. PROHIBITION ON SEXUAL HARASSMENT

It is unlawful to harass a person because of that person's sex. The courts have determined that sexual harassment is a form of discrimination under Title VII of the U.S. Civil Rights Act of 1964, as amended in 1991. All persons have a right to work in an environment free from sexual harassment. Sexual harassment is unacceptable misconduct which affects individuals of all genders and sexual orientations. It is a policy of the City of Farmer City to prohibit harassment of any person by any municipal official, municipal agent, municipal employee, municipal agency or municipal office on the basis of sex or gender. All municipal officials, municipal agents, municipal employees and municipal agencies or municipal offices are prohibited from sexually harassing any person, regardless of any employment relationship or lack thereof.

II. DEFINITION OF SEXUAL HARASSMENT

This policy adopts the definition of sexual harassment as stated in the Illinois Human Rights Act, which currently defines sexual harassment as:

Any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of an individual's employment, either explicitly or implicitly; or
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct which may constitute sexual harassment includes, but is not limited to:

- Verbal Harassment: sexual innuendos, suggestive comments, insults, humor, jokes about: sex, anatomy or gender-specific traits, sexual propositions, threats, repeated requests for dates; or, statements of a sexual nature about other employees, even outside of their presence.
- Non-verbal Harassment: suggestive or insulting sounds (whistling), leering, obscene gestures, sexually suggestive bodily gestures, "catcalls," "smacking" or "kissing" noises.
- Visual: posters, signs, pin-ups or slogans of a sexual nature, viewing pornographic material or websites.
- Physical Harassment: touching, unwelcome hugging or kissing, pinching, brushing the body, any coerced sexual act or actual assault.
- Textual/Electronic Harassment: "sexting" (electronically sending messages with sexual content, including pictures or video), the use of sexually explicit language, harassment,

cyber stalking and threats via all forms of electronic communication (email/text/picture/video messages, intranet/online postings, blogs, instant messages and posts on social network websites, like Facebook and Twitter).

The most severe and overt forms of sexual harassment are easier to determine. On the other end of the spectrum, some sexual harassment is more subtle and depends, to some extent, on individual perception and interpretation. The courts will assess sexual harassment by a standard of what would offend a “reasonable person.”

III. PROCEDURE FOR REPORTING AN ALLEGATION OF SEXUAL HARASSMENT

An employee who either observes sexual harassment or believes herself/himself to be the object of sexual harassment should deal with the incident(s) as directly and firmly as possible by clearly communicating her/his position to the offending employee, and her/his immediate supervisor. It is not necessary for sexual harassment to be directed at the person making the report.

Any employee may report conduct which is believed to be sexual harassment, including the following:

- *Electronic/Direct Communication.* If there is sexual harassment behavior in the workplace, the harassed employee should directly and clearly express her/his objection that the conduct is unwelcome and request that the offending behavior stop. The initial message may be verbal. If subsequent messages are needed, they should be put in writing in a note or a memo.
- *Contact with Supervisory Personnel.* At the same time direct communication is undertaken, or in the event the employee feels threatened or intimidated by the situation, the problem must be promptly reported to the immediate supervisor of the person making the report, a department head, a director of human resources, an ethics officer, the city manager or administrator or the chief elected official of the municipality.

The employee experiencing what she/he believes to be sexual harassment must not assume that the employer is aware of the conduct. If there are no witnesses and the victim fails to notify a supervisor or other responsible officer, the municipality will not be presumed to have knowledge of the harassment.

- *Resolution Outside Municipality.* The purpose of this policy is to establish prompt, thorough and effective procedures for responding to every report and incident so that problems can be identified and remedied by the municipality. However, all municipal employees have the right to contact the Illinois Department of Human Rights (IDHR) or the Equal Employment Opportunity Commission (EEOC) for information regarding filing a formal complaint with those entities. An IDHR complaint must be filed within 300 days of the alleged incident(s) unless it is a continuing offense. A complaint with the EEOC must also be filed within 300 days.

- *Allegations of Sexual Harassment made against an elected official of the governmental unit by another elected official of a governmental unit.* In addition to the methods of reporting included above, an elected official may request an independent review of a complaint of sexual harassment by another elected official. The request shall be made to the human resources director, the city manager or administrator or the chief elected official of the municipality. The official receiving the request shall take immediate action in keeping with the procurement process of the municipality to retain a qualified individual or entity for the independent review of the allegations of sexual harassment in violation of this policy. The outcome of the independent review shall be reported to the corporate authorities.

Documentation of any incident may be submitted with any report (what was said or done, the date, the time and the location), including, but not limited to, written records such as letters, notes, memos and telephone messages.

All allegations, including anonymous reports, will be accepted and investigated regardless of how the matter comes to the attention of the municipality. However, because of the serious implications of sexual harassment charges and the difficulties associated with their investigation and the questions of credibility involved, the claimant's willing cooperation is a vital component of an effective inquiry and an appropriate outcome.

IV. PROHIBITION ON RETALIATION FOR REPORTING SEXUAL HARASSMENT ALLEGATIONS

No municipal official, municipal agency, municipal employee or municipal office shall take any retaliatory action against any municipal employee or official due to a municipal employee's or official's:

- Disclosure or threatened disclosure of any violation of this policy; or
- Providing information related to an investigation or testimony before any public body conducting an investigation, hearing or inquiry into any violation of this policy; or
- Assistance with or participation in a proceeding to enforce the provisions of this policy.

For purposes of this policy, retaliatory action means the reprimand, discharge, suspension, demotion, denial of promotion or transfer or change in the terms or conditions of employment of any municipal employee that is taken in retaliation for a municipal employee's or official's involvement in protected activity pursuant to this policy.

No individual making a report will be retaliated against, even if a report made in good faith is not substantiated. In addition, any witness will be protected from retaliation.

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from retaliatory action, and this policy prohibits retaliatory action such as reprimand, discharge, suspension, demotion, or denial of promotion or transfer that occurs in retaliation for an employee who does any of the following:

- Discloses or threatens to disclose to a supervisor or to a public body an activity, policy or practice of any officer, member, agency or other employee that the employee reasonably believes is in violation of a law, rule or regulation; or
- Provides information to or testifies before any public body conducting an investigation, hearing or inquiry into any violation of a law, rule or regulation by any officer, member, agency or other employee; or
- Assists or participates in a proceeding to enforce the provisions of the State Officials and Employees Ethics Act or this policy.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), an employer may not retaliate against an employee who discloses information in a court, an administrative hearing, before a legislative commission or committee or in any other proceeding, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule or regulation. In addition, an employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of a state or federal law, rule or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person, or for two or more people to conspire to retaliate against a person because she/he has opposed that which she/he reasonably and in good faith believes to be sexual harassment in employment, because she/he has made a charge, filed a complaint, testified, assisted or participated in an investigation, proceeding or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge within 300 days of the alleged retaliation.

V. CONSEQUENCES OF A VIOLATION OF THE PROHIBITION ON SEXUAL HARASSMENT

In addition to any and all other discipline that may be applicable pursuant to municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements, any person who violates this policy or the Prohibition on Sexual Harassment contained in 5 ILCS 430/5-65, may be subject to a fine of up to \$5,000 per offense, applicable disciplinary actions or discharge by the municipality and any applicable fines and penalties established pursuant to local ordinance, state law or federal law. Each violation may constitute a separate offense. Any discipline imposed by the municipality shall be separate and distinct from any penalty imposed by an ethics commission and any fines or penalties imposed by a court of law or a state or federal agency.

VI. CONSEQUENCES FOR KNOWINGLY MAKING A FALSE REPORT

A false report is a report of sexual harassment made by an accuser to accomplish an outcome other than stopping sexual harassment or stopping retaliation for reporting sexual harassment. A false report is not a report made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false or frivolous report is a severe offense that can itself result in disciplinary action. Any person who intentionally makes a false report alleging a violation of any provision of this policy shall be subject to disciplinary action or discharge pursuant to applicable municipal policies, employment agreements, procedures, employee handbooks and/or collective bargaining agreements.

In addition, any person who intentionally makes a false report alleging a violation of any provision of the State Officials and Employees Ethics Act to an ethics commission, an inspector general, the Illinois State Police, a State's Attorney, the Attorney General or any other law enforcement official is guilty of a Class A misdemeanor. An ethics commission may levy an administrative fine of up to \$5,000 against any person who intentionally makes a false, frivolous or bad faith allegation.

ⁱ This policy was drafted using the Illinois Department of Human Rights Sexual Harassment Model Policy and has been modified to conform to Public Act 100-0554 and Public Act 101-0221.

The provisions of this policy will apply only insofar as they do not conflict with any state or federal law.

LICENSE AGREEMENT

BY AND BETWEEN THE

**CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS,
as Licensor**

AND

**KNIGHTS BASEBALL, a not for profit organization,
as Licensee**

DATED AS OF JULY 6, 2020

LICENSE AGREEMENT FOR USE OF PROPERTY

THIS LICENSE AGREEMENT, including any Exhibit and any Addendum hereto as set forth in Section 1 of this instrument (collectively, the “**License**”), is made and entered into as of the Date of License as set forth in Section 1 of this License, by and between the City of Farmer City, Dewitt County, Illinois, as the Licensor (the “**City**”), and the undersigned party or parties set forth in Section 1 of this License, as the Licensee (the “**Licensee**”).

WITNESSETH:

RECITALS:

The City owns or controls and is the governing authority for certain real estate and improvements thereon generally used for public recreation and sporting facilities for the general use of residents of Farmer City.

The Licensee desires to use and occupy certain premises more particularly described in Section 1 of this License as the “**Premises**”, under such terms and conditions as are more particularly set forth in this License, said license being to use the Premises to the exclusion of others at times as detailed herein.

NOW, THEREFORE, for and in consideration of the payments, covenants and agreements on the part of the Licensee to be paid, kept and performed, the City hereby grants to the Licensee a license to use and occupy the premises more particularly described in Section 1 of this License as the “**Premises**” for the “**Term**” as set forth in Section 1 of this License, unless sooner terminated under other terms and provisions contained in this License, subject, however, to all conditions, covenants and restrictions of the Application and the Airport Lease.

Section 1. General Definitions; Variable Terms. Unless the context hereof clearly indicates otherwise, the capitalized words, terms and phrases defined in the Recitals hereto and otherwise herein shall have the same meanings for all purposes of this License. In addition, in all cases the singular includes the plural, the plural includes the singular and a reference to any gender includes both genders and the neuter, as the case may be. Certain further terms for all purposes of this License are defined as follows:

“Date of License”: July 6, 2020

“City Representative”: City Manager of the City of Farmer City

“City’s Address”: 105 S. Main Street
Farmer City, IL 61842-0049
Tel: (309) 928-3412

“Licensee”: Knights Baseball, a not for profit organization engaged in organizing and providing specific recreational opportunities primarily for the residents of Farmer City

“Licensee’s Representative”: Herb Coffey and Steve Little

“Licensee’s Address”: 312 N Plum St
Farmer City, IL
Tel: (217) 552-8342

“Premises” means the premises, the boundaries and location of which are outlined in yellow on the Site Plan as set forth on Exhibit 1, which are located in the area or in the structure on the real estate commonly known as South Park

“Term”: Perpetual, renewing automatically each year, unless sooner terminated in accordance with Section 7 of this License. Notwithstanding, either party may terminate this License without cause and without recourse upon 90 days advance written notice.

“License Fee”: \$0.00, payable in advance as specified in Section 4 of this License.

“Utility Services” means the utility services to be supplied by the City for use in connection with existing utility facilities on or in the Premises under this License, if any, more specifically described as follows: electricity and water.

“Permitted Use”: baseball and similar sporting activities and auxiliary activities such as concession stand.

“Public Liability Insurance Amounts” means not less than \$1,000,000 for bodily injury or death to any number of persons in any one accident and not less than \$250,000 for property damage.

Section 2. Condition of Premises. The License acknowledges having inspected and knowing the condition and state of repair of the Premises. It is expressly understood and agreed by and between the City and the Licensee that the Premises are provided by the City to the Licensee in an **“as is”**, **“where is”** condition without any representation or warranty by the City concerning its condition. The Licensee acknowledges that the City has made no representation or warranty concerning the condition and state of repair of the Premises, nor any agreement or promise to alter, improve, adapt, repair, remove, redecorate or clean the Premises unless the same is otherwise expressly stated herein or made a part hereof.

Section 3. Authorized Representative. Whenever under the provisions of this License, the approval of the City or Licensee is required, or the City or the Licensee is required to

take some action at the request of the other, such approval or such request shall be given to the City Representative for the City and to the Licensee Representative for the Licensee, and such respective representative shall be authorized to act for and on behalf of such applicable party on any such approval or request made by the other party.

Section 4. Payment of Licensee Fee. All payments of the License Fee as set forth in Section 1 of this License shall be made at the office of the City Representative on or before the date or dates specified in Section 1 of this License.

Section 5. Other Terms and Conditions.

A. **Operation of a concession stand.** If a concession stand is operated on city property, the user shall comply with all local health, occupancy and other ordinances for South Park. The Licensee shall inspect the concession stand at the beginning of the season to identify any problems and notify the City, if necessary. If Licensee operates a concession stand, Licensee shall be deemed to accept the condition "as is" as detailed in Section 2 of this Agreement. The City shall be given a set of keys to any locked property kept on City property, or the locks will be removed. As the concession stand is not open for the general public, each party shall lock the premises upon exiting.

B. **Bathrooms.** The Licensee is responsible for cleaning the bathrooms after each gameday. The Licensee and the City shall share responsibility to provide paper towels and toilet paper during the duration of their season. The City is responsible for general maintenance of the facilities. The City shall be responsible for cleaning the bathrooms outside of gamedays and provide paper towels and toilet paper during the rest of the summer season.

C. **Storage.** There shall be no placement or usage of any storage units or any modifications to the park or park equipment without prior written City approval. The Licensee is solely responsible for the placement, care and protection of any and all equipment placed, stored or used on the property. The City is not responsible for lost, stolen or damaged equipment and supplies stored in or on City facilities. The City does not assume any responsibility, care, custody or control of any third party's property or equipment brought upon or stored upon City property. Such third party is solely responsible for safety and/or security of any property or equipment brought upon or stored on City property. Any third party using City property shall adhere to all applicable facility and City ordinances, rules, regulations, policies and procedures.

D. **Clean Up.** Licensee is responsible for cleaning the park after each use. The City shall cause garbage cans to be provided at each field location. Licensee shall be responsible for assuring that all garbage, equipment and supplies are picked up after every game and practice.

E. **Field Maintenance and Upkeep.** Licensee shall be responsible for the following field maintenance upkeep on an annual basis for their season at their own cost, except the City shall provide assistance as needed, upon agreement of the parties:

Fertilize the field, as the Licensee sees fit
Spray weeds, as the Licensee sees fit
Provide general maintenance and upkeep

F. Inspection and Notice to City. Licensee and all users of the Premises are solely responsible for determining if any field is safe and appropriate for any intended use and are expected to inspect any field/facility prior and subsequent to each use to identify any unsafe condition and shall promptly advise the City in writing of any perceived unsafe or dangerous condition.

G. Utilities. The City shall provide the Utility Services specified in Section 1 of this License for Licensee's use of the existing utility facilities on or in the Premises, but the City does not warrant that any such Utility Services will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy or government action, repairs, renewals, improvements, alterations, strikes, lockouts, picketing, whether legal or illegal, accidents, inability of the City to obtain fuel or supplies, or any other cause or causes beyond the City's reasonable control. Any such interruption of Utility Services shall never be deemed an eviction (actual or constructive) or a disturbance of the Licensee's use and occupation of the Premises or any part of that Premises and shall never render the City liable to the Licensee for damages or relieve the Licensee from performance of the Licensee's obligations under this License.

H. Conduct and Use. The Licensee shall use the Premises only for the purposes of conducting thereon the Permitted Use and for incidental purposes related thereto and no other purpose. Licensee may not change Licensee's Permitted Use of the Premises without the City's prior written consent. In connection with any substance, material, waste, pollutant or contaminant, in solid, liquid or gaseous form, including, without limitation, radioactive substances, radon, asbestos, urea formaldehyde, polychlorinated biphenyls, natural or synthetic gas or mixtures thereof, and petroleum or petroleum products (including crude oil and any fractions thereof), or every such thing classified or regulated as "hazardous", "toxic" or "dangerous" under any federal, state or local law, (collectively, a "**Hazardous Material**"), Licensee shall not possess, use, handle, release, dispose of or otherwise engage in any activity involving any Hazardous Material (collectively, a "**Hazardous Material Activity**") on or within the Premises or the building, if any, of which the Premises are a part except in the ordinary course of its Permitted Use and in de minimus amounts without the prior written consent of the City. Licensee shall remove any such Hazardous Material and any related equipment or containers used by the Licensee in connection therewith from the Premises at Licensee's sole cost and expense on or before the expiration or earlier termination of this License. The Licensee further agrees that the Licensee's use of the Premises shall in no way interfere with the use by any other party of any other portion of the building, if any, of which the Premises are a part and that the Licensee will not in any way place any item or material outside the Premises. Licensee shall not use or do any act within, or permit any use of or the doing of any act within, the Premises or the building, if any, of which the Premises are a part, in any manner which may be prohibited by the standard form of any all risk property and casualty insurance policy carried or maintained by the City in connection therewith.

I. Compliance with Applicable Laws. Licensee covenants and agrees that in the use and occupation of the Premises and in the prosecution or conduct of the Permitted Use therein, the Licensee shall comply with all material requirements of all applicable laws, ordinances, orders, regulations and standards of the federal, state and local authorities and with any directive, permit, license or certificate of occupancy issued pursuant thereto by any public officer or officers, including, but not limited to, those relating to occupational safety and health, to Hazardous Material and to the proper undertaking of any Hazardous Material Activity and Licensee shall take all

reasonable steps and measures to ensure that all members, participants, guests and invitees and other persons who will be using or occupying the use area shall comply with all laws, rules, regulations ordinances and policies of the City and State of Illinois. Licensee covenants that it will not use or permit to be used any part of the Premises for any dangerous, noxious, or offensive trade or business and will not cause or maintain any nuisance in, at, or on the Premises or the building, if any, of which the Premises are a part. The Licensee shall be solely responsible for obtaining at the Licensee's sole cost and expense any and all licenses and permits required for its use and occupancy of the Premises and its Permitted Use under this License.

J. Access and Inspection. The City and any other governmental agency, together with their respective officers, employees, agents and contractors, may enter upon the Premises at any time for any purposes not inconsistent with the use and occupation of the Premises under this License, including but not limited to the purpose of inspection. In addition, the City shall have the right at any time to show the Premises to any other prospective lessee or licensee.

Licensee shall have exclusive rights to the property beginning on or about March 1 of each calendar year until on or about October 31 of each calendar year. Any third-party interest in the use of the Premises shall be upon agreement of the Licensee and the City, and both parties shall negotiate in good faith.

K. Maintenance and Surrender of Premises. The Licensee shall, at its own cost and expense, keep the Premises in sanitary, clean and neat order and at the expiration or earlier termination of this License, the Licensee shall surrender the Premises in the same condition as that existing as of the commencement of the Term of this License, reasonable wear and tear excepted. The Licensee shall make no alterations, improvements or other changes to the Premises or any part thereof without an agreement between the parties.

Section 6. Liability, Indemnification and Insurance.

A. Liability and Indemnification.

(i) The City shall not be responsible for any loss of or damages to the property of the Licensee, or for damages to the property or injuries to or death of any person of the Licensee's officers, agents, or employees, or others who may be on the Premises at their invitation or the invitation of any one of them, which may arise from or be attributable or incident to the condition or state of repair of the Premises, including latent or patent defects therein.

(ii) To the fullest extent permitted by law, the Licensee agrees to assume all risks of loss of or damage to property, including the Premises and the building and improvements, if any, of which the Premises are a part, and injury to or death of persons by reason of or incident to the possession and/or use of the Premises by Licensee, or any of the activities conducted by Licensee under this License. The Licensee expressly waives all claims against the City for any such loss, damage, personal injury or death caused by or occurring as a consequence of such possession and/or use of the Premises by Licensee or the conduct of activities or the performance of responsibilities by Licensee under this License. To the fullest extent permitted by law, the Licensee further agrees to indemnify, save, hold harmless, and defend the City, their respective officers, agents and employees, from and

against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death or property damage resulting from, related to, caused by or arising out of the possession and/or use of the Premises by Licensee or any activities conducted or services furnished by Licensee in connection with or pursuant to this License, whether such loss, damages, injuries or death shall be caused by or in any way result from or arise out of any act, omission or negligence of Licensee or any occupant, visitor or user of any portion of the Premises. The agreements contained in the preceding sentence do not extend to claims for damages caused solely by the gross negligence or willful misconduct of the City, their respective officers, agents or employees, without contributory fault on the part of any person, firm or corporation. Anything to the contrary notwithstanding, the provisions of this Section 6.A.(ii) shall not apply to bar any claims, demands or causes of action by the Licensee resulting from any negligent act or omission of the City, their respective officers, agents or employees, unless such claim, demand or cause of action arises out of any activities conducted or services performed by the City on the Premises for and on behalf of the Licensee.

(iii) To the fullest extent permitted by law, the Licensee shall indemnify, hold harmless and hereby waives any claim for contribution against the City, their respective officers, agents and employees, for any damages, expenses, liabilities, fines, costs, attorneys' fees or penalties resulting from any Hazardous Material Activity or any other acts or omissions of the Licensee, or any of its officers, agents, employees, contractors or the invitees of any of them, which gives rise to any liability, civil or criminal, or responsibility, of the City, under any applicable federal, state or local environmental laws in connection with the Licensee's use and occupation of the Premises under this License. The provisions of this Section 6.B.(iii) shall survive the expiration or earlier termination of this License and the Licensee's obligations hereunder shall apply whenever the City incurs any cost or liability for any of the Licensee's Hazardous Material Activity or other acts or omissions of the types described in this Section 6.A.(iii).

B. Insurance Required of Licensee. During the baseball season, the Licensee, at its sole cost and expense, shall carry and maintain:

(i) Comprehensive general liability insurance, including but not limited to insurance against claims or causes of action for personal injury (including without limitation bodily injury or death) or for property damage arising in connection with the Licensee's use and occupation of the Premises including any improvements therein, (but not insuring the actual Premises or improvements thereon) to provide protection as of the commencement of the Term of this License and at all times during the period that this License shall be in effect, with limits of liability in amounts not less than the respective Public Liability Insurance Amounts as specified in Section 1 of this License. Such insurance shall also include coverage against liability for personal injury (including without limitation bodily injury or death) and for property damage arising out of the acts or omissions of others who may be on the Premises at the invitation of the Licensee, or involving any owned, hired and nonowned automotive or other motor vehicle equipment in connection with any of the Licensee's activities under this License, and any such policies shall not be endorsed to exclude claims arising from athletic participation; and

(ii) Property insurance, including but not limited to insurance protecting and

indemnifying the Licensee against any and all damages to and loss of any of the equipment, furnishings, furniture, fixtures, inventory or contents of the Licensee or others which may be located or stored in the Premises (collectively, “**Licensee’s Personal Property**”), and all claims and liabilities related thereto, in such form and amounts, if any, as the Licensee shall deem necessary or appropriate.

C. Policy Provisions. All insurance which this License requires the Licensee to carry and maintain or cause to be carried or maintained in Section 6.B.(i) above shall be in such form, for such period of time, and with such insurers having a Best rating of “A” or better and licensed to do business in the State of Illinois as the City shall approve. All policies or certificates issued by any insurer of the comprehensive general liability insurance specified in Section 6.B.(i) will name the City as additional insureds, provide that any losses shall be paid notwithstanding any act, omission or negligence of the Licensee, the City, or any other person, provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least thirty (30) days after receipt by the City of written notice thereof, provide that the insurer shall have no right of subrogation against either the City, and be reasonably satisfactory to the City in all other respects. In no circumstances will the Licensee be entitled to assign to any third party rights of action which the Licensee may have against the City. The types and limits of insurance may be changed from time to time as determined by the City.

D. Reliance Upon Property Insurance. The Licensee understands that the City, in reliance upon Section 6.B.(ii) above, will not carry insurance of any kind on any of the Licensee’s Personal Property which may be located or stored in the Premises and that the City shall not be liable for any damage thereto or loss thereof. The Licensee hereby releases the City from any and all responsibility whatsoever in connection with the Licensee’s Personal Property and acknowledges that any location or storage of the Licensee’s Personal Property in connection with the Licensee’s occupation and use of the Premises shall be solely at the Licensee’s risk. In the event of any damage to or loss of any of the Licensee’s Personal Property, the Licensee shall look solely to the Licensee’s insurance coverage as specified by Section 6.B.(ii) above and shall make no claim whatsoever against the City.

E. Delivery of Policies. The Licensee shall deliver or cause to be delivered to the City on or before the commencement of the Term of this License certificates or policies of insurance evidencing the insurance required by Section 6.B.(i) of this License.

Section 7. Termination; Violations. The City may terminate this License and repossess the Premises in the event any of the terms, covenants and conditions of this License have been violated by the Licensee, and all the rights of the Licensee hereunder shall terminate immediately upon the date or time specified in any written notice of such termination given by the City to the Licensee. In the event of any such termination, the Licensee shall surrender possession of and vacate the Premises immediately and deliver possession thereof to the City. The Licensee further agrees to pay to the City upon demand all of the City’s costs, charges and expenses, including reasonable fees of attorneys, agents and others retained by the City, paid or incurred by the City in terminating this License prior to the expiration of its Term or in otherwise enforcing any of the Licensee’s obligations under this License. No waiver by the City of any of the terms, covenants or conditions hereof to be performed, kept and observed by the Licensee shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the Licensee. The right of the

City to terminate this License as provided for herein shall not be deemed to be exclusive of any other right or remedy as may be conferred by law, including specific performance or any other equitable action.

Section 8. Assignment. The Licensee shall not assign this License or any right or interest of the Licensee therein, in whole or in part, without the prior written consent of the City.

Section 9. Notices. Any notice or communication to be made or given by the City to the Licensee under this License shall be deemed sufficiently made or given if the same be in writing and sent: (i) by first class mail, postage prepaid; (ii) by courier for next day delivery; (iii) by telephone facsimile telephonically confirmed as actually received; or (iv) personally delivered, in each case to the attention of the Licensee's Representative at the Premises or at the Licensee's Address as set forth in Section 1 of this License (or such other address as the Licensee shall hereafter designate by notice to the City). Any notice from the Licensee to the City shall be sufficiently given if sent in any manner as specified above in this Section 9 for notices or communications to be made or given by the City to the attention of the City's Representative at the City's Address as set forth in Section 1 of this License (or such other address as the City shall hereafter designate by notice to the Licensee). The time of making or giving any such notice or communication shall be deemed to be the time when the same is mailed, deposited with a courier, telefaxed or personally delivered as herein provided.

Section 10. Entire Agreement. This License constitutes the entire agreement of the City and the Licensee on the subject matter hereof and may not be changed, modified, discharged or extended except by written endorsement duly executed on behalf of the City and the Licensee and attached hereto. The Licensee represents, warrants, covenants and agrees that no representations or warranties shall be binding upon the City unless expressed in writing herein.

IN WITNESS WHEREOF, each of the parties hereto have executed or caused this License to be executed by proper officers duly authorized to execute the same as of the Date of License set forth herein.

LICENSOR:

CITY OF FARMER CITY,
DEWITT COUNTY, ILLINOIS

LICENSEE:

Knights Baseball, a not for profit organization

By: _____
Scott Testory
Mayor

By: _____
(Name) Herb Coffey
(Title) _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Angie Wanserski
City Clerk

(Name) Steve Little
(Title) _____

STATE OF ILLINOIS)
)
COUNTY OF DEWITT) SS.

I, the undersigned, a notary in and for said County and State aforesaid, DO HEREBY CERTIFY, that Scott Testory, personally known to me to be the Mayor of the City Clerk, Illinois, and Angie Wanserski, personally known to me to be the City Clerk of the City of Farmer City, Illinois, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Mayor and City Clerk, respectively, they signed and delivered the said instrument of writing as Mayor and as City Clerk of said City of Farmer City, and caused the seal of said City of Farmer City to be affixed thereto, pursuant to the authority given by the City Council of said City of Farmer City, as their free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this ____ day of _____, _____.

Notary Public

STATE OF _____)
)
COUNTY OF _____) SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that _____

_____ ,
personally known to me to be the _____ President of the corporation who is the Licensee,
and _____

_____ , personally known to me to be the
_____ Secretary of said corporation, and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared before me this day in person and
severally acknowledged that as such _____ President and _____ Secretary of said
corporation, they signed and delivered the said instrument of writing as _____ President and
_____ Secretary of said corporation, and caused the corporate seal of said corporation to be
affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their
free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses
and purposes therein set forth.

Given under my hand and Notarial Seal, this ____ day of _____, _____.

Notary Public

Exhibit 1

Outline Showing the Boundaries and Location of the Premises