

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, NOVEMBER 2, 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 October 5, 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. Ordinance 1055 An ordinance authorizing the execution of the RMA Minimum/Maximum Contribution Agreement.
- B. Intergovernmental agreement between County of DeWitt, City of Clinton, City of Farmer City and the DeWitt County ETSB regarding combined communications center.
- C. Approval of agreement between the City of Farmer City and the Farmer City Baseball Association for use of the ball diamond at Weedman Park.
- D. Approval of payout #8 to Leander Construction for \$177,618.79.
- E. Resolution 2020-53 Resolution Appointment of Melissa Ward to the Farmer City Public Library Board (replacing Molly Schneman)

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
OCTOBER 5, 2020 6 p.m.**

Roll call

Present: Councilmembers Shelley Friedrich, Scott Kelley, Willard McKinley, Sandra Shaw and Mayor Scott Testory.
Also, in attendance: City Manager Sue McLaughlin, City Clerk Angie Wanserski, and 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 September 8, 2020 council meeting
- B. Fund Warrant List

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

SECTION II:

UNFINISHED BUSINESS Ordinances or resolutions previously tabled

SECTION III:

NEW BUSINESS – Ordinances and resolutions for initial consideration

- 1. Approval of Ordinance 1054 An Ordinance designating trick-or-treat hours, rules, and guidelines for the annual observance of Halloween in the city of Farmer City, DeWitt County, Illinois.

This ordinance will set trick-or-treating hours permanently, eliminating the need for annual council approval.

MOTION by McKinley to approve the amended Ordinance 1054 An Ordinance designating trick-or-treat hours, rules, and guidelines for the annual observance of Halloween in the city of Farmer City, DeWitt County, Illinois to set trick-or-treat hours from 5:30 to 8:30. Seconded by Friedrich. Discussion held.

MOTION by McKinley to amend the proposed Ordinance 1054 An Ordinance designating trick-or-treat hours, rules, and guidelines for the annual observance of Halloween in the city of Farmer City, DeWitt County, Illinois to adjust trick-or-treat hours from 5:30 to 7:30. Seconded by Shaw. Discussion held.

MOTION by Friedrich to amend the proposed amendment to Ordinance 1054 An Ordinance designating trick-or-treat hours, rules, and guidelines for the annual observance of Halloween in the city of Farmer City, DeWitt County, Illinois to reflect trick-or-treat hours as 5:30 to 8:00. Seconded by Kelley. Discussion held. Voted in favor of the amendment to the amendment, except McKinley voted no. Motion carried. Proposed amendment to the ordinance is now 5:30 to 8:00.

There being no further discussion, Mayor called for a vote on the Amendment to the Ordinance. Passed unanimously. Motion Carried. Proposed Ordinance now reads 5:30 to 8:00.

There being no further discussion, Mayor called for a vote on the Ordinance as amended (reading 5:30 to 8:00). Passed unanimously. Motion Carried.

2. Resolution 2020-52 A Resolution temporarily restricting parking on south Main Street and extending park hours until 11pm for Haunted Forest. The Haunted Forest intends to use the 3 uptown parks for their event. This resolution is to prevent public parking on the inside curb of the middle park as this is a “drive and look” event.
MOTION by Kelley to approve Resolution 2020-52 A Resolution temporarily restricting parking on south Main Street and extending park hours until 11pm for Haunted Forest. Seconded by Friedrich. Voted unanimously. Motion carried.
3. Discussion regarding draft gun range policies.
City Manager McLaughlin distributed draft range policies to the council for their review and consideration. The gun range is currently being built and she would like clear, concise, detailed policies regarding scheduling, rules, liability, and usage in place before completion. Chief Guest assured council that he was taking steps to ensure a safe environment at the range. He will lower target height, change direction of moving targets, add additional wings on all sides and provide more mulch as a berm at the range. Chief Guest also commented on a recent Illinois State police report regarding an incident of a bullet striking a house. The ISP has determined the bullet to be either a 9mm or 38. Council has asked the chief to have the ISP continue with a ballistics test.

SECTION IV: EXECUTIVE SESSION –

SECTION V: OTHER ITEMS

1. **City manager report**
City Manager McLaughlin states that workers are ready to pour concrete at the pool. The walls of the gun range are being constructed and she will provide pictures once they have been lifted and installed.
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		
WATTS COPY SYSTEMS INC	196.25	ADM COPIER
FRONTIER	22.27	ADM
City of Farmer City	277.72	ADM
Mediacom	121.75	INTERNET
CLASPILL AUTOMOTIVE	2,302.42	VEHICLE REPAIR
TECHNOLOGY MANAGEMENT	132.81	IWIN MEMBERSHIP SERVICES
City of Farmer City	89.39	POLICE
MITCHELL'S TRUCKING	627.13	CA6 TRUCKING
ENGER BRO'S HEAT AC PLUMB	936.80	FURNACE REPAIR
MID-WEST TRUCKERS ASSOCI	218.25	DRUG TESTING FEES
City of Farmer City	213.68	STREET
SHAFF IMPLEMENT CO. INC.	55.64	MOWER PARTS
Progressive Chemical	102.80	CUSTOM STREET NAME BLADE
City of Farmer City	356.82	PARK
City of Farmer City	211.14	POOL
Total 100:	5,864.87	
270		
AMALGAMATED BANK OF CHIC	55,000.00	BOND PAYMENT 6956
AMALGAMATED BANK OF CHIC	34,525.00	BOND PAYMENT 6956
Total 270:	89,525.00	
510		
PRODUCTIVITY PLUS ACCOUN	177.21	REPAIR ON MOWER
CLASPILL AUTOMOTIVE	925.56	REPAIR WATER TRUCK
MID-WEST TRUCKERS ASSOCI	218.25	DRUG TESTING FEES
City of Farmer City	2,955.40	WATER
AMALGAMATED BANK OF CHIC	25,000.00	BOND PAYMENT 6955
AMALGAMATED BANK OF CHIC	14,509.38	BOND PAYMENT 6955
ENGER BRO'S HEAT AC PLUMB	195.00	INSTALL METER ON THOMAS STREET
Water Products Co.	148.50	WATERMAIN REPAIR PARTS
Total 510:	44,129.30	
520		
MID-WEST TRUCKERS ASSOCI	218.25	DRUG TESTING FEES
City of Farmer City	6,567.95	SEWER
AMALGAMATED BANK OF CHIC	25,000.00	BOND PAYMENT 6955
AMALGAMATED BANK OF CHIC	14,509.37	BOND PAYMENT 6955
Schmidt's Welding	384.99	REPAIR LARGE DOOR AT SEWER PLANT
Total 520:	46,680.56	
530		
MID-WEST TRUCKERS ASSOCI	218.25	DRUG TESTING FEES
ASSOCIATION OF ILLINOIS ELE	650.00	SCHOOL - FLANNELL
FLANNELL, MEAD	497.47	FOOD AND TRAVEL EXPENSES FOR TRAINING
ONI RISK PARTNERS	24,700.00	INSTALL BOILER AND MACHINERY (3 OF 3)
ANIXTER INC	40.00	ELEC SUPPLIES
AMALGAMATED BANK OF CHIC	80,000.00	BOND PAYMENT 6703
AMALGAMATED BANK OF CHIC	16,315.00	BOND PAYMENT 6703
Total 530:	122,420.72	

Vendor Name	Net Invoice Amount
Grand Totals:	<u>308,620.45</u>

Vendor Name	Net Invoice Amount	
100		
PRESTO X PEST CONTROL	45.00	ADM - PEST CONTROL
US Postmaster	240.00	ADM - PERSORT FEE
FRONTIER	65.20	ADM PHONE
FRONTIER	254.53	ADM PHONE
SIMPLY SENNETT	25.00	WEB DEVELOPMENT
Absopure Water Co	9.00	ADM - DRINKING WATER
Midland Paper Company	52.08	ADM - SUPPLIES
Farmer City Garden Club	1,000.00	PUBLIC RELATIONS
EVANS FROEHLICH BETH AND	262.50	LEGAL-COUNCIL
EVANS FROEHLICH BETH AND	87.50	LEGAL -POLICE
SMITHAMUNDSSEN	2,250.00	GENERAL LABOR REPRESENTATION
ADVANCED DIGITAL SOLUTION	58.27	PRINTER CONTRACT
FRONTIER	258.05	POLICE PHONE
TECHNOLOGY MANAGEMENT	132.81	IWIN MEMBERSHIP SERVICES
SIMPLIFIED COMPUTERS	247.50	POLICE IT
Ray O Herron	407.88	AMMO FOR RANGE TRAINING
Midland Paper Company	52.08	POLICE SUPPLIES
Evergreen FS Inc	2,121.14	POLICE FUEL
J GARDNER AND ASSOCIATES,	245.00	JR POLICE BADGES
LEHIGH HANSON	710.55	STREET MAINTENANCE
NORTHERN TOOL & EQUIPMEN	39.99	STR SUBSCRIPTION
NAPA	53.03	BACKHOE HYD HOSE
Walker Tire Service	187.00	BACKHOE TIRE REPAIR
Midland Paper Company	52.07	STREET SUPPLIES
Evergreen FS Inc	475.43	STREET FUEL
FRONTIER	131.15	POOL
Total 100:	9,462.76	
170		
MAURER-STUTZ	1,780.25	WILLIAM STREET DRAINAGE
FEHR GRAHAM	2,580.00	CAPITAL PROJ POOL
Schmidt's Welding	181.49	POOL IMPROVEMENT
Spear Corporation	11,311.20	POOL Improvements
KEN SENECA	81.51	GUN RANGE IMPROVEMENTS
Total 170:	15,934.45	
270		
CAMO'S LAWN AND LANDSCAP	790.00	WESTERN AVE AND MAPLE
Total 270:	790.00	
490		
AREA DISPOSAL	11,556.26	MONTHLY GARBAGE SERVICE
Total 490:	11,556.26	
510		
NICOR GAS	38.28	WATER GAS
WATER SOLUTIONS UNLIMITED	1,643.00	WATER CHEM SUPPLIES
Midland Paper Company	52.07	WATER SUPPLIES
Evergreen FS Inc	402.29	WATER FUEL
IMCO UTILITY SUPPLY CO	515.00	WATERMAIN REPAIR
Yeagle Electric	97.50	SERVICE CALL TO ADJUST BREAKER ON SERVICE PUMP

Vendor Name	Net Invoice Amount	
Total 510:	<u>2,748.14</u>	
520		
PDC Laboratories Inc.	164.40	SEW-TESTING
Gasvoda & Associates	85.06	LIFT STATION SUPPLIES
Midland Paper Company	52.07	SEWER SUPPLIES
USA BLUEBOOK	270.81	CHEMICAL PUMP MAINTENANCE
Evergreen FS Inc	329.14	SEWER FUEL
Total 520:	<u>901.48</u>	
530		
BHMG ENGINEERS	2,491.94	PROJECT 1011 SC
Office Machine Repair	10.00	COPIER
FRONTIER	173.12	ELEC PHONE
NICOR GAS	688.77	ELE-UTILITIES
NICOR GAS	125.96	ELE - UTILITIES WAREHOUSE
Brownstown Electric Supply Inc	2,750.61	ELE -SUPPLIES
McMaster-Carr	78.99	ELEC SUPPLIES
Midland Paper Company	260.37	ELE - SUPPLIES
Evergreen FS Inc	329.14	ELEC FUEL
Total 530:	<u>6,908.90</u>	
Grand Totals:	<u><u>48,301.99</u></u>	

Ordinance No. 1055

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE RMA
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

Whereas, the City of Farmer City, a member in good standing of the Illinois Municipal League Risk Management Association (RMA) and party to the RMA Intergovernmental Cooperation Contract, has been fully apprised of the RMA Minimum/Maximum Contribution Agreement which amends and supplements the RMA Declarations pages dated 01/01/21 to 01/01/2022 and all endorsements thereto; and

Whereas the City Council of the City of Farmer City finds it to be in the best interest of the municipality to make its RMA contribution in accordance with the RMA Minimum/Maximum Contribution Agreement; and

NOW, Therefore, be it ordained by the Mayor and City Council of the City of Farmer City as follows, to-wit:

Section 1. That the execution of the RMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 01/01/2021 and ending 01/01/2022 is hereby authorized.

Section 2. That the Mayor and City Manager are hereby granted authority to execute the RMA Minimum/Maximum Agreement which amends and supplements the RMA Declarations pages dated 01/01/2021 to 01/01/2022 and all endorsements thereto.

Section 3. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

Section 4. Conflict. All other ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

Section 5. Publication. The City Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form immediately after passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,
COUNTY OF DEWITT, ILLINOIS THIS 2nd DAY OF November 2020.

AYES: ___ NAYES: ___ ABSTAIN: ___ ABSENT: ___

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk

Minimum/Maximum Contribution Agreement

This agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF FARMER CITY**, a member of RMA. This agreement amends and supplements the declarations pages dated January 01, 2021 to January 01, 2022 and all endorsements thereto.

1. DEFINITIONS

The following definitions shall apply for purposes of this agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 85% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 130% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **CITY OF FARMER CITY** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN

The **CITY OF FARMER CITY** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 38,960		\$ 38,960
Loss Fund Contribution	@ 85% \$ 83,080	@ 130%	\$ 127,063
	\$ 122,040		\$ 166,023

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.

4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **CITY OF FARMER CITY** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this agreement, including the handling of all claims.

8. This agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.

9. If any one portion or portions of this agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this agreement.

Mayor/Village President

Date

Treasurer/Comptroller/Risk Management Coordinator

Date

Managing Director

Date

Illinois Municipal League



Risk Management Association

INVOICE

2021 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 2, 2020

Member: City of Farmer City

Account #: 0189

Indicate Payment Option (from list below): _____

Amount Enclosed: \$ _____

BILLING DETAIL

MAKE CHECK PAYABLE TO RMA

2021 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$34,774
Auto Liability & Comprehensive General Liability	\$41,738
Portable Equipment	\$1,053
Auto Physical Damage	\$2,386
Property	\$42,089
	\$122,040

2021 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*

\$ 350

INVOICE TOTAL

\$122,390

PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:

OPTION #1 - Early Pay 1% Discount

Contribution Amount	\$122,040.00
Minus 1% savings	\$1,220.40
	\$120,819.60
Illinois Municipal League Dues	\$ 350.00
Total due by 11/20/20	\$121,169.60

OPTION #2 - Pay Full Amount

Contribution Amount	\$122,040.00
Illinois Municipal League Dues	\$ 350.00
Total due by 12/18/20	\$122,390.00

OPTION #3 - Pay in two installments Includes 1% installment fee

Contribution Amount	\$122,040.00
Plus 1% fee	\$1,220.40
	\$123,260.40
Illinois Municipal League Dues	\$ 350.00
	\$123,610.40

\$61,805.20 Due by 12/18/20

\$61,805.20 Due by 5/14/21

**Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.*

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

Municipal Official (please sign):

Title: _____

Date: _____



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: 10-14-2020

To: Sue McLaughlin

From: Nathan Guest

RE: Intergovernmental Agreement Changes

Currently, the Farmer City Police Department has an intergovernmental agreement with Dewitt County Sheriff, City of Clinton, and Dewitt County E.T.S.B (911 Board) for dispatching and 911 services with CenCom. The new agreement covers the following changes:

The current financial model has the 911 Board paying a flat \$80,000 fee towards the total CenCom budget. The new agreement will have the 911 Board now paying a percentage of the total CenCom budget based on the percentage of 911 calls received during the previous calendar year.

The previous model had the 911 Board only paying \$80,000 due to the limited amount of revenue that they received from the fees attached to landline phones. The significant decrease in the revenue generated by land line use over the years hindered the other organizations from asking the

911 Board to contribute more money towards the total CenCom budget. The state legislature passed a bill in 2017 that places those landline fees on cell phones based on a customer's address. Since the passage of the legislation, the 911 Board has accumulated the fees and has an approximate surplus of \$600,000 and they continue to receive a steady stream of income from the fees. The money was being saved for 911 upgrades but is no longer needed due to CenCom receiving a grant that covers the cost of the upgrades. This proposed change will shift more of the annual financial responsibility to the 911 Board and is designed to provide relief to the other organizations as some of our budgets have suffered from the loss of business tax revenue over the last several years. The plan is based on Logan County's model that they implemented by basing the 911 Board's contribution off a percentage of the 911 calls received the calendar year to resolve the same issue.

Based on the success of the Logan County plan, it is projected that this will increase the 911 Board's portion significantly and therefore reduce each of the remaining partner organization's financial obligations. Currently, Farmer City pays around \$76,000 or 12 percent towards the total CenCom budget and, that number will be reduced under this new agreement. See the attached example that was provided to me by the Clinton Police Chief for the 2018/2019 year. The example shows the possible projected savings for Farmer City and the other organizations based on the new plan.

This restructures the CenCom Board in that it stipulates that the Dewitt County Sheriff and the Clinton Police Chief will serve as co-chairs of the CenCom board where it originally stated that one or the other would serve

as CenCom Board Chairman. It also changes the makeup of the CenCom board to eliminate the one member from the general public and replaces that individual with one member of the ETSB (911 board). Each organization will now have a second member of their organization serve on the CenCom Board. The mayor will serve as the second CenCom board member position for Farmer City along with the Chief.

It adds language to the agreement stating the employees of CenCom are subject to discipline only by the Sheriff as stated in CenCom's union contract. It adds language to address the position of the hiring, discipline, and termination of the CenCom supervisor due to the position of the CenCom supervisor being created after the original agreement was formed and never being updated.

Please note that this agreement was voted on and passed at the last Cencom Advisory Board Meeting. All agencies present agreed to send the agreement to our respective cities and county boards for approval. The Dewitt County Board, City of Clinton, and the 911 Board have all voted yes on the agreement. I would respectfully recommend that you vote in favor of the agreement as it will help the city save money. The Dewitt County Sheriff is willing to attend the board meeting if necessary to answer any questions or concerns as this agreement needs to be in effect before January 1st, 2021.

Respectfully Submitted

Nathan Guest

Chief of Police

CenCom Figures 2018/2019

City of Clinton (1st & 2nd Quarter 2019)

\$152,404.47 x 2 (year) = **\$304,808.94**

*\$134,804.48 x 2 (year) = **\$269,608.96**

Estimated Annual Total for 2019

\$346,373.81 x 2 (year) = **\$692,747.62**

*\$306,373.81 x 2 (year) = **\$612,767.62**

Call #'s for 2018

Total calls for service = 21,105

911 calls = 5,022

23.79% or 24%

Estimates for 2019 based on Logan Co Model proposal using current 44-44-12 percentages for remaining participants.

911 share = \$692,747.62 x 24% = \$166,259.43 (Increase of \$66,259.43 over \$100,000 current payment)

\$526,488.19 of total remaining to be divided by Dewitt County, Clinton, Farmer City.

Dewitt County Share = \$231,654.80 (Savings of \$37,954.16)

Clinton Share = \$231,654.80 (Savings of \$37,954.16)

Farmer City Share = \$63,178.58 (Savings of \$10,353.53)

*after 911 contribution (\$80,000 as of 2019)

Estimates rounded to the nearest cent

STATE OF ILLINOIS)
) SS
COUNTY OF DE WITT)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF DE WITT, CITY OF CLINTON,
CITY OF FARMER CITY AND THE
DE WITT COUNTY ETSB
REGARDING
COMBINED COMMUNICATIONS CENTER**

This Intergovernmental Agreement (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between the COUNTY OF DEWITT, an Illinois body politic and corporate, the DeWitt County Sheriff, the CITY OF CLINTON, an Illinois municipal corporation, the CITY OF FARMER CITY, an Illinois municipal corporation and the DEWITT COUNTY EMERGENCY TELEPHONE SYSTEM BOARD, an Illinois body politic and corporate, for the continued maintenance of a Combined Communications Center servicing the County, Clinton, Farmer City, and the ETSB, as well as any future public entities incorporated herein.

WITNESSETH

WHEREAS, DeWitt County, the City of Clinton and the ETSB entered into an original intergovernmental agreement, dated February 15, 1999, for the creation of a Combined Communications Center (the “Center”), now known as the Central Communication of Dewitt County (“CENCOM”), to operate as a central communications system to dispatch and communicate regarding usual and customary functions of police, fire and emergency medical services in Dewitt County, as well as Enhanced 9-1-1 services, which agreement has been modified by several subsequent intergovernmental agreements since the original agreement of 1999, inclusive of the subsequent inclusion of the City of Farmer City as a party herein; and,

WHEREAS, the parties to the original agreement and subsequent modifications are desirous to replace the original agreement and all subsequent modifications thereto with a new intergovernmental agreement; and,

WHEREAS, it is the opinion of the parties herein that the best Interest of the citizens served by the Center will be promoted by enacting a new intergovernmental agreement which will supersede and replace the original agreement and all subsequent intergovernmental agreements enacted previously:

NOW THEREFORE, in consideration of the mutual promises contained herein, DeWitt County, DeWitt County Sheriff, the City of Clinton, the City of Farmer City and ETSB agree hereto as follows:

1. That all parties hereto wish to continue operation and maintenance of the Communications Center known as **CENCOM** to dispatch and communicate regarding usual and customary functions of police, fire and emergency medical services in Dewitt County, Illinois, as well as enhanced 9-1-1 services as previously created by the original agreement and subsequent modifications thereto.
2. That CENCOM shall continue to dispatch and communicate regarding usual and customary functions of police, fire and emergency medical services in Dewitt County, State of Illinois, as well as enhanced 9-1-1 services.
3. That CENCOM shall be located in the Dewitt County Public Safety Complex, Clinton, Illinois. No rent shall be charged for the use of the Dewitt County Public Safety Complex and no charges shall be made for utilities or maintenance costs associated with said building.
4. That there shall be a **"CENCOM ADVISORY BOARD"** which shall consist of seven (7) members (the "Cencom Board"), appointed as follows:
 - a. The City of Clinton Chief of Police (or Designee);
 - b. The DeWitt County Sheriff (or Designee);
 - c. The City of Farmer City Chief of Police (or Designee);
 - d. One member of the City of Clinton City Council (or Designee);
 - e. One member of the DeWitt County Board (or Designee);
 - f. One member of the ETSB Board (or Designee);
 - g. One member of the City of Farmer City Council (or Designee).
5. That the CENCOM Advisory Board shall be chaired by two (2) "Co-Chairs", consisting of the Clinton Chief of Police and the DeWitt County Sheriff. In addition to the two (2) "Co-Chairs", there shall be a "Vice Chairman" and "Recording Secretary" appointed by the Co-Chairs. The CENCOM Board shall have the authority to review and make recommendations to the DeWitt County Board "Finance Committee" during the annual budgetary process.
6. That DeWitt County, the City of Clinton and the City of Farmer City shall share all costs of operation costs of CENCOM in excess of the amount contributed by the ETSB (the ETSB Payment), with each party's respective share of the operation costs based on population percentages in Dewitt County based on the most recent U.S. Census Reports, which reports show the parties shall each pay the following percentages of operation costs in excess of the ETSB Payment: City of Clinton shall pay **44%**, County of Dewitt shall pay **44%** and the City of Farmer City shall pay **12%** of said costs of operation.

AMOUNT =
$$\frac{\text{Operation Costs} - \text{ETSB Payment}}{\text{Participant Percentage of Population}}$$

“ETSB PAYMENT” means ETSB’s portion of operating costs which is equivalent to the annual percentage of 911 calls received by CENCOM in the previous calendar year.

7. That "Operation Costs" shall be defined as follows:
 - a. Labor costs, including fringe benefits for County personnel devoting 100% of their duties to the maintenance or operation of CENCOM;
 - b. Training costs;
 - c. Uniform costs;
 - d. Equipment maintenance costs;
 - e. Labor attorney costs;
 - f. Cost of video equipment to provide video monitors at the Clinton Police Department;
and,
 - g. Office supplies.
8. That the parties stipulate and agree herein that the DEWITT COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (ETSB) has no management authority over the Center and is party to this Agreement as a funding source for the E911 phone charges.
9. That CENCOM shall be directly supervised by the E911Co-Ordinator/Supervisor who shall be responsible for the immediate supervision of the telecommunicators and shall be responsible for the day-to-day operation of the dispatch and 9-1-1 services. Such supervisory authority shall include the authority to train, schedule, and otherwise direct telecommunicators in their duties.
10. That the E911 Co-Ordinator/Supervisor shall report directly to the CENCOM Board and shall be deemed an employee of DeWitt County and the DeWitt County Sheriff’s Office.
11. That the supervision, training and scheduling of the E911Co-Ordinator/Supervisor shall be under the responsibility of the CENCOM Board. The hiring, discipline and termination of the E911Co-Ordinator/Supervisor shall be under the responsibility of the CENCOM Board.
12. That the telecommunicators shall be employed by and deemed employees of DeWitt County and the DeWitt County Sheriff’s Office. While the hiring, supervision and daily operations shall be under the responsibility of the E911Co-Ordinator/Supervisor, any and all disciplinary action shall be under the responsibility of the DeWitt County Sheriff (or Disgnee).
13. **That this Agreement shall be effective January 1, 2021 and that it shall be for a period of one (1) year with an automatic annual renewal thereafter unless a party advises the other parties in writing by certified mail to the current business address of each party 90 days prior to the “anniversary date” of their intention to withdraw from, or seek modification of this**

intergovernmental agreement. ("Anniversary date" shall be defined as the date upon which all parties hereto have adopted and approved this Agreement.)

14. That no agency will be required to contribute to the cost of new equipment unless said expenditure is approved by the Board of each individual agency. Upon termination of this Agreement, each agency will be entitled to their pro-rated share of the value of the jointly purchased equipment, said value to be determined as of the date of termination. If the parties cannot agree as to the value of the jointly acquired equipment as of the date of termination of this agreement, the equipment will be sold at public auction and the proceeds shall be distributed to the agencies in the same ratio as the amount each agency contributed to the purchase of said equipment. If this Agreement is terminated, all equipment transferred to CENCOM by an agency shall be returned to the agency that provided the equipment.
15. That any conflicting provision within any collective bargaining agreement between the County of DeWitt, DeWitt County Sheriff and a certified collective bargaining agent (ie: union), in effect at the time, shall supersede and take precedence over any such provisions contained herein.
16. That the terms and provisions of the original agreement of 1999 and all modifications thereto by subsequent Intergovernmental Agreements are superseded by this Intergovernmental Agreement upon its enactment by all parties hereto. **Said prior agreements shall then become nul and void.**

THIS AGREEMENT IS TO BE EXECUTED WITH FOUR (4) DUPLICATE ORIGINALS.

Approved by the Dewitt County Board in regular session this ____ day of _____,
2020.

DEWITT COUNTY BOARD

Ayes _____

By: _____

It's Chairman

Nays _____

ATTEST:

Absent _____

By: _____

Dewitt County Clerk

Approved by the Dewitt County Sheriff:

DEWITT COUNTY SHERIFF

By: _____

Hon. Michael Walker

DeWitt County Sheriff

Approved by the Clinton City Council in regular session this _____ day of _____, 2020.

Ayes _____

Nays _____

Absent _____

CITY OF CLINTON

By: _____

It's Mayor

ATTEST:

By: _____

Clinton City Clerk

Approved by the Chief of Police for the City of Clinton:

CHIEF OF POLICE

By: _____

Ben Lowers

Chief of Police

Approved by the Farmer City Council in regular session this _____ day of _____, 2020.

Ayes _____

Nays _____

Absent _____

CITY OF FARMER CITY

By: _____

It's City Manager

ATTEST:

By: _____

City Clerk

Approved by the Chief of Police, City of Farmer City:

Chief of Police

By: _____

Nathan M. Guest

Chief of Police

Approved by the Dewitt County Emergency Telephone System Board in regular session this _____ day of _____, 2020.

DEWITT COUNTY ETSB

Ayes _____

By: _____

It's Chairman

Nays _____

ATTEST:

Absent _____

By: _____

Secretary

LICENSE AGREEMENT

BY AND BETWEEN THE

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

AND

**THE FARMER CITY BASEBALL CORPORATION, a not for profit organization,
as Licensee**

DATED AS OF _____, _____

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”: _____

“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”: The Farmer City Baseball Association (FCBA), a not for profit organization engaged in organizing and providing specific recreational opportunities primarily for the residents of Farmer City

“Licensee’s Representative”: _____

“Licensee’s Address”: _____

Tel: () _____
Fax: () _____

“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 _____

“Term”: Perpetual, renewing automatically each year, unless sooner terminated in accordance with Section 7 of this License.

“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. 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.

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, repair and upkeep 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 will provide assistance as needed, upon agreement of the parties:

Fertilize the field, Cut the grass & weed whack, as the Licensee sees fit
Fill in the batter's box and pitcher's mound after each game
Repair and paint bleachers
Maintain dugout benches

Maintain backstop
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 April 1 of each calendar year until on or about July 30 of each calendar year. Any third-party interest in the use of the Premises outside of that exclusive time period shall be upon agreement of the Licensee and the City.

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 entire period that this License shall be in effect, 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 and the building, if any, of which the Premises are a part, including any improvements therein, 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:

FARMER CITY BASEBALL ASSOCIATION
a not for profit organization

By: _____
Scott Testory
Mayor

By: _____
(Name) _____
(Title) _____

(SEAL)

(SEAL)

ATTEST:

ATTEST:

Angie Wanserski
City Clerk

(Name) _____
(Title) _____

STATE OF ILLINOIS)
) SS.
COUNTY OF DEWITT)

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 of Farmer City, 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 _____)
) SS.
COUNTY OF _____)

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



Contractor's Application for Payment No. 8

Application Period: From: 09/23/20 Thru: 10/20/20	Application Date: 10/20/20
To (Owner): City of Farmer City	Via (Engineer): Fehr Graham
Project: Farmer City Pool Addition	Contract: Leander Construction Inc.
Owner's Contract No.: 19013	Engineer's Project No.: 18-657

Application For Payment Change Order Summary

Approved Change Orders Number	Additions	Deductions
1	\$6,139.57	
2	\$280.50	
3	\$545.69	
4	\$12,724.97	
5	\$7,090.00	
6	\$5,977.40	
TOTALS		
NET CHANGE BY CHANGE ORDERS		\$20,803.33

1. ORIGINAL CONTRACT PRICE..... \$ 5733,350.00
2. Net change by Change Orders..... \$ 20,803.33
3. Current Contract Price (Line 1 ± 2)..... \$ 754,153.33
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 656,795.23
5. RETAINAGE:
 - a. 5% \$656,795.23 Work Completed..... \$ 32,839.76
 - b. 5% Stored Material..... \$ 32,839.76
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 66,679.52
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 687,473.81
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 446,336.67
8. AMOUNT DUE THIS APPLICATION..... \$ 177,618.79
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 1130,197.87

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Date: 10-23-20

Payment of: \$ 177,618.79
 (Line 8 or other - attach explanation of the other amount)

is recommended by: 10/23/20
 (Engineer) (Date)

Payment of: \$ _____
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):		Farmer City Pool Addition		Application Number: 8		Application Date: 10/20/2020		
Application Period:		From: 09/23/20		Thru: 10/20/20				
Specification Section No	Description	Contractor	Scheduled Value (\$)	Work Completed		E	F	G
				C	D			
				From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	Balance to Finish (B - F)
	DIV 03 CONCRETE							
	Saw Cutting	Cobra Concrete Cutting	\$8,500.00	\$8,500.00			\$8,500.00	100%
	Saw Cutting Layout and Assistance	Leander Construction	\$3,000.00	\$3,000.00			\$3,000.00	100%
	Main Pool Cast In Place Concrete - Labor	Leander Construction	\$49,454.57	\$49,454.57	\$35,698.84		\$85,153.41	100%
	Main Pool Cast In Place Concrete - Material	Leander Construction	\$14,387.00	\$14,387.00	\$10,184.00		\$24,571.00	100%
	Small Pool Cast In Place Concrete - Labor	Leander Construction	\$34,645.00	\$35,850.00	\$8,795.00		\$44,645.00	100%
	Small Pool Cast In Place Concrete - Material	Leander Construction	\$17,859.35	\$13,395.00	\$4,464.35		\$21,259.35	100%
	Deck Cast In Place Concrete - Labor	Leander Construction	\$34,050.00		\$8,512.50		\$42,562.50	25%
	Deck Cast In Place Concrete - Material	Leander Construction	\$10,784.35		\$2,696.00		\$13,480.35	25%
	Rebar Installation - Labor	Nelson Rebar Inc.	\$13,200.00	\$13,200.00			\$13,200.00	100%
	Rebar - Material	Leander Construction	\$12,927.00	\$12,927.00			\$12,927.00	100%
	Grout/Set and Gutter System - Labor	Leander Construction	\$14,223.00	\$7,100.00	\$7,123.00		\$14,223.00	100%
	Grout/Set and Gutter System - Material	Leander Construction	\$3,690.00	\$1,500.00	\$1,500.00		\$3,690.00	100%
	Concrete Steps - Labor	Leander Construction	\$3,000.00				\$3,000.00	100%
	Concrete Steps - Material	Leander Construction	\$1,500.00				\$1,500.00	100%
	DIV 07 ROOFING							
	Roofing Material	Advance Commercial	\$12,116.00	\$12,116.00			\$12,116.00	100%
	Roofing Labor	Advance Commercial	\$17,741.00	\$17,741.00			\$17,741.00	100%
	Sheet Metal - Material	Advance Commercial	\$5,145.00	\$5,145.00			\$5,145.00	100%
	Sheet Metal - Labor	Advance Commercial	\$10,673.00	\$10,673.00			\$10,673.00	100%
	DIV 08 DOORS							
	Doors, Framing & Hardware - Labor	Leander Construction	\$3,550.00	\$3,550.00			\$3,550.00	100%
	Doors, Framing & Hardware - Materials	Leander Construction	\$5,621.95	\$5,621.95			\$5,621.95	100%
	DIV 09 FINISHES							
	Interior Bathroom Wall Cut Off - Labor	Leander Construction	\$1,200.00	\$1,200.00			\$1,200.00	100%
	Interior Bathroom Wall Cut Off - Material	Leander Construction	\$500.00	\$500.00			\$500.00	100%
	Interior Finish Wall Repair - Labor & Materials	Leander Construction	\$4,999.95				\$4,999.95	
	Flooring Finishing - Labor & Material	Leander Construction	\$5,506.40	\$5,506.40	\$93.60		\$5,600.00	100%
	Interior Bathroom Painting - Labor	Leander Construction	\$2,500.00	\$300.00			\$2,800.00	12%
	Interior Bathroom Painting - Material	Leander Construction	\$2,000.00	\$275.00			\$2,275.00	14%
	DIV 10 SPECIALTIES							
	Pool Depth Signage - Labor	Leander Construction	\$2,560.00		\$250.00		\$2,810.00	10%
	Pool Depth Signage - Materials	Leander Construction	\$1,500.00				\$1,500.00	
	Surge Tank - Labor	Leander Construction	\$13,910.00	\$13,910.00			\$13,910.00	100%
	Surge Tank - Materials	Crest Construction	\$21,400.00	\$21,400.00			\$21,400.00	100%
	DIV 22 PLUMBING							
	Trench Drain - Labor	Leander Construction	\$5,258.84		\$5,258.84		\$5,258.84	100%
	Trench Drain - Material	Leander Construction	\$4,977.15	\$4,895.81	\$81.34		\$5,077.15	100%
	Change Order #1	Leander Construction	\$6,139.57	\$6,139.57			\$6,139.57	100%
	Change Order #2	Leander Construction	\$280.50	\$280.50			\$280.50	100%
	Change Order #3	Leander Construction	\$545.69	\$545.69			\$545.69	100%
	Change Order #4	Leander Construction	\$12,724.97	\$12,724.97			\$12,724.97	100%
	Change Order #5	Leander Construction	\$7,090.00	\$1,921.75	\$5,168.25		\$7,090.00	100%
	Change Order #6	Leander Construction	(\$5,977.40)	(\$5,977.40)			(\$5,977.40)	100%
	Change Order #7	Leander Construction	\$2,109.81				\$2,109.81	
	Page Total		\$384,696.30	\$221,899.97	\$109,825.72		\$331,725.69	
	Total of all Pages		\$756,363.14	\$469,824.07	\$186,967.16		\$656,795.23	87%

**CONTRACTOR'S RECEIPT FOR PAYMENT
AND WAIVER OF LIEN TO DATE**

The undersigned **Leander Construction, Inc.** has been employed by **City of Farmer City (Owner)** for the construction of the building or buildings known as **Pool Addition** on the following described premises:

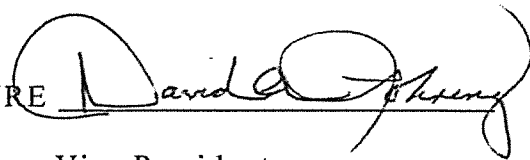
605 N. John
Farmer City, IL 61842

situate, lying and being in the City of Farmer City, County of DeWitt and State of Illinois.

The undersigned does hereby acknowledge receipt from the Owner the sum of: *one hundred seventy-seven thousand, six hundred eighteen dollars and seventy-nine cents (\$177,618.79)* and does hereby waive and release any and all lien, or claims, or right to lien, under the statutes of the State of Illinois relating to mechanic's liens, on the above described building or buildings and premises and on any money, bonds, or warrants due or to become due to Contractor from Owner on account of any labor or materials, or both, furnished by the undersigned to or on account of the Contractor or the Owner for the above described premises through the date of the Waiver.

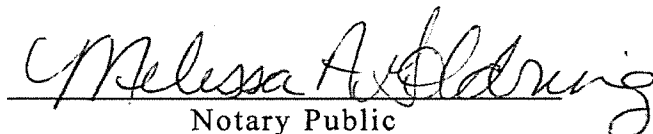
EXECUTED THIS 23rd day of October 2020.

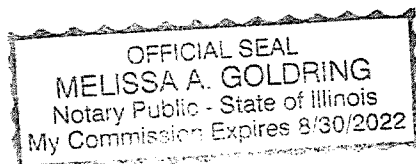
SIGNATURE



TITLE: Vice President

Subscribed and sworn to before me
this 23rd day of October 2020.


Notary Public



RESOLUTION 2020-53

RESOLUTION APPOINTMENT OF MELISSA WARD TO THE FARMER CITY PUBLIC LIBRARY BOARD (REPLACING MOLLY SCHNEMAN)

WHEREAS, the city of Farmer City has established a public library under the Illinois Local Library Act;

WHEREAS, the mayor, with the approval of the city council, shall appoint a library board of nine trustees all of whom shall be city residents, for three-year terms on or before July 1 of each year to replace the retiring trustees; and

WHEREAS, existing board member Molly Schneman is resigning from the board, which creates a vacancy; and

WHEREAS, the Mayor is recommending Melissa Ward to fill that seat until May 30, 2023 when the term has expired;

NOW THEREFORE BE IT RESOLVED by the city council of the city of Farmer City, DeWitt County, Illinois:

FIRST: that the mayor has appointed Melissa Ward provided by 75 Illinois Compiled Statutes 5/4-1.1, subject to the approval of the city council, to the remainder of Molly Schneman's three-year term beginning November 2m 2020 and ending May 30, 2023, and

SECOND: that the city confirms the appointment of Melissa Ward to serve as trustee of the Farmer City Public Library Board for the remainder of Molly Schneman's three-year term beginning November 2, 2020 and ending May 30, 2023.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 2nd day of NOVEMBER 2020

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT: _____

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk

Farmer City Public Library

P.O. Box 201

Farmer City, Illinois 61842

(309) 928-9532

Fax (309) 928-2540

Member Alliance Library System

221 Brookview Drive

Farmer City, IL

October 24, 2020

Scott Testory, Mayor

City of Farmer City

Farmer City, IL

Der Mr. Mayor,

The trustees of the Farmer City Library are recommending that Melissa Ward be appointed to the board of trustees to replace Molly Schneman who no longer lives in Farmer City.

Melissa's term will be effective as of October 26, 2020 and expire in 2023.

Sincerely,



Patricia Munsell