

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, MAY 6, 2024
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 –

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 April 15, 2024 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Discussion regarding truck parking at 605 W Market.
- B. Approval of contract between IMEA and the City of Farmer City.
- C. Ordinance 1120 an ordinance accepting a bid in connection with the sale of certain real estate (N I74, W of E Clinton Ave/Route 54, Farmer City, IL 61842).
- D. Resolution 2024-103 approving a TIF grant to Doorl LLC in the amount of \$____ for roof repairs at 210 E Water St.
- E. Resolution 2024-104 a resolution adopting a digital sign policy.
- F. Resolution 2024-105 a resolution adopting dog park rules.

EXECUTIVE SESSION

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

APRIL 15, 2024 6 p.m.

ROLL CALL Present: Councilmembers Shelley Friedrich, Willard McKinley, Jason Strough and Mayor Scott Testory. Absent: Councilmember David Walsh.

Also, in attendance: City Manager Sue McLaughlin, City Clerk Angie Wanserski and City Attorney Joe Chamley.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRESENTATION

PUBLIC COMMENT

PUBLIC HEARING Adoption of the FY 25 annual budget

The public hearing was opened at 6:02 by a motion from Mayor Testory. The purpose of this hearing is to formally adopt the annual budget for the City of Farmer City for fiscal year beginning May 1, 2024 and ending April 20, 2025. There was no discussion. The public hearing was closed at 6:03 by a motion from McKinley and seconded by Friedrich. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.

CONSENT AGENDA

- A. Approval of the minutes of the April 1, 2024 council meeting.
- B. Fund Warrant List

MOTION by McKinley, seconded by Friedrich, to approve the consent agenda. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.

UNFINISHED BUSINESS

NEW BUSINESS

- A. Resolution 2024-98 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. No additional closed sessions have been released.

MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-98 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. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.

- B. Resolution 2024-99 a resolution approving the minutes of certain closed sessions. This resolution approves all closed session minutes ranging from January 9, 2019 through August 7, 2023.

MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-99 a resolution approving the minutes of certain closed sessions. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.

- C. Resolution 2024-100 a resolution authorizing the destruction of audio recording of closed meetings sessions.
This resolution will allow the destruction of audio cassettes from closed session meetings from January 9, 2019 through March 1, 2021.
MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-100 a resolution authorizing the destruction of audio recording of closed meetings sessions. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.
- D. Resolution 2024-101 appoint zoning commission members.
The zoning commission members will be Joe Atwell, Melissa Ward and Jason Reynolds. The members represent 3 separate areas of town.
MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-101 appoint zoning commission members. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.
- E. Approval of payout #5 to Building Systems of Illinois for \$90,828.80.
This is almost the last payout for the street garage construction. There is approximately \$4000 remaining as retainage. The city is hoping to hold an open house/ribbon cutting ceremony at the end of April or beginning of May.
MOTION by McKinley, seconded by Friedrich, to approve payout #5 to Building Systems of Illinois for \$90,828.80. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.
- F. Resolution 2024-102 approving a TIF 2 grant to Tony Gum for the demolition of 402 S Maple St.
Tony Gum has purchased this property and intends to demolish the remaining house. This property has had a fire and the roof is collapsing. It is currently under a court order to be taken down due to being a public hazard. It is recommended that council approve the emergency percentage of 50% due to the dangerous condition of the property.
MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-102 approving a TIF 2 grant to Tony Gum for the demolition of 402 S Maple St. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.
- G. Ordinance 1117 Dumpster ordinance amending chapter 53.
This issue was discussed last year but was held over until a more defined description of dumpster was provided. This amendment will require a \$20 permit fee and regulate the length of time a dumpster can be in place and the placement of the dumpster.
MOTION by McKinley, seconded by Friedrich, approving Ordinance 1117 Dumpster ordinance amending chapter 53. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.
- H. Ordinance 1118 approving budget amendment for FY24.
Current changes include the garage construction, pool salaries, audit, social security, Medicare and sewer updates. It is still within appropriation limits.
MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1118 approving budget amendment for FY24. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.
- I. Ordinance 1119 an ordinance adopting an annual budget for the City of Farmer City for the fiscal year May 1, 2024 and ending April 30, 2025.
The FY25 budget currently has a minimal deficit of approximately \$20,000. This number could change/improve depending on the carryover once FY24 is completed. The coming year's major expenses will be a new bucket truck for the electric department, the extension of utilities to the 174 property, the Plum & Rte 150 project and the engineering of John & Depot Road.
MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1119 an ordinance adopting an annual budget for the City of Farmer City for the fiscal year May 1, 2024 and ending April 30, 2025. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.

EXECUTIVE SESSION

CITY MANAGER REPORT

City Manager McLaughlin reminded residents once again that bulk waste pickup for the city will be Wednesday, May 22nd this year.

NON-AGENDA ITEMS AND OTHER BUSINESS

ADJOURNMENT

MOTION by McKinley, seconded by Friedrich, to adjourn the meeting. Voting yes: McKinley, Friedrich, Strough and Testory. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
EVANS FROELICH BETH AND	260.00	ZONING ISSUE	DSB
PRESTO-X	58.42	MONTHLY SERVICE	DSB
PRESTO-X	58.42	MONTHLY SERVICE	DSB
FUTURA	50.05	PINK NOTICES	DSB
MIDWEST MAILING AND SHIPPI	561.00	RENTAL-FOLDER INSERTER	DSB
WATTS COPY SYSTEMS INC	229.58	COPIER	DSB
ONSOLVE LLC	2,430.54	CODE RED SERVICE FY25	DSB
U.S. BANK	20.00	USBANK	DSB
COOPER, BILLIE	300.00	MONTHLY SERVICE	DSB
T-MOBILE	33.83	MONTHLY INTERNET SERVICE	DSB
U.S. BANK	4.22	USBANK	DSB
U.S. BANK	11.37	USBANK	DSB
QUADIENT FINANCE USA INC.	528.46	MONTHLY POSTAGE	DSB
U.S. BANK	622.40	USBANK	DSB
WANSERSKI, ANGIE	34.97	TRAVEL MCI CHAMPAIGN	DSB
U.S. BANK	18.08	USBANK	DSB
MEDIACOM	156.90	INTERNET	DSB
T-MOBILE	30.80	MONTHLY SERVICE	DSB
FUTURA	583.38	OFFICE SUPPLIES	DSB
FUTURA	31.84	TIMECARDS	DSB
U.S. BANK	97.10	USBANK	DSB
U.S. BANK	34.34	USBANK	DSB
HINCKLEY SPRINGS	52.09	MONTHLY WATER	DSB
EVANS FROELICH BETH AND	300.00	CITY COUNCIL MEETING	DSB
CLINTON JOURNAL	40.00	COUNCIL PUBLIC BUDGET HEARING	DSB
U.S. BANK	37.98	USBANK	DSB
CLASPILL AUTOMOTIVE SALES	116.45	DODGE CHARGER SERVICE	DSB
EVANS FROELICH BETH AND	500.00	402 MAPLE	DSB
EVANS FROELICH BETH AND	400.00	ORDINANCE LEGAL	DSB
AMUNDSEN DAVIS LLC	36.50	GEN LABOR REP	DSB
ILLINI FIRE EQUIPMENT	53.00	SERVICE CALL CHARGE	DSB
DEWITT COUNTY TREASURER	23,901.30	911 SERVICE- JULY 23 TO DEC 23	DSB
VERIZON	311.28	MONTHLY TELEPHONE	DSB
U.S. BANK	40.00	USBANK	DSB
U.S. BANK	990.00	USBANK	DSB
LAW ENFORCEMENT TRAINING	380.00	ANNUAL MEMBERSHIP FY25	DSB
SILEC/MTU #14	1,272.74	PART-TIME TUITION	DSB
RAY O'HERRON	1,085.43	UNIFORMS/EQUIPMENT	DSB
RAY O'HERRON	179.98	UNIFORMS	DSB
RAY O'HERRON	91.64	UNIFORMS/EQUIPMENT	DSB
RAY O'HERRON	77.84	EQUIPMENT ORDERED FOR OFFICERS	DSB
U.S. BANK	51.57	USBANK	DSB
FUTURA	7.96	TIMECARDS	DSB
U.S. BANK	11.15	USBANK	DSB
EVERGREEN FS INC	2,027.43	POLICE FUEL	DSB
KEY EQUIPMENT	168.39	HOSE & FITTINGS	DSB
WALKER TIRE & EXHAUST	32.00	TIRE REPAIR- STREETS	DSB
MAURER-STUTZ	1,140.00	MAINTENANCE BLDG RECON	DSB
T-MOBILE	33.82	MONTHLY INTERNET SERVICE	DSB
CENTRAL ILLINOIS SECURITY I	540.00	ANNUAL ALARM MONITORING- MAINT BLDG	DSB
BIRKEY'S	2,185.50	STREET EQUIPMENT REPAIR	DSB
CORNEGLIO AG	55.88	SUPPLIES	DSB
U.S. BANK	11.99	USBANK	DSB
EVERGREEN FS INC	136.17	STREET FUEL	DSB
EVERGREEN FS INC	826.03	STREETS DIESEL	DSB
MENARDS - CHAMPAIGN	203.91	TRANSMITTERS, PAINT & LINEN TOWER	DSB
U.S. BANK	288.97	USBANK	DSB

Vendor Name	Net Invoice Amount	Description	Created by
ILLINI CONTRACTORS SUPPLY	572.49	NEW BUILDING ITEMS	DSB
MENARDS - CHAMPAIGN	148.27	BENCH COMPONENTS	DSB
MENARDS - CHAMPAIGN	279.06	NEW BUILDING ITEMS	DSB
PEARL TRUCKING LLC	547.30	NEW BUILDING MATERIALS	DSB
U.S. BANK	60.33	USBANK	DSB
CENTRAL ILLINOIS AG	32.47	OIL & FILTER	DSB
CLASPILL AUTOMOTIVE SALES	220.00	PARKS TRUCK REPAIR	DSB
U.S. BANK	18.99	USBANK	DSB
MENARDS - CHAMPAIGN	44.93	SUPPLIES-PARKS	DSB
HEARTLAND AG INC	139.51	AGRI STAR GLYSTAR & CROSSBOW	DSB
T-MOBILE	33.83	MONTHLY INTERNET SERVICE	DSB
WINDLE CONCRETE	14,500.00	SALT CREEK CAMP GROUND	DSB
MENARDS - CHAMPAIGN	5.99	SUPPLIES-PARKS	DSB
U.S. BANK	228.99	USBANK	DSB
GAMETIME	317.93	PLAYGROUND EQUIP, BELT SEAT	DSB
U.S. BANK	6,050.99	USBANK	DSB
FARMER CITY BASEBALL CORP	1,800.00	SOUTH PARK BASEBALL FIELD BASES, FIELD TREATMENT	DSB
ILLINI CONTRACTORS SUPPLY	56.64	BRUSH CUTTER BLADE & SAW CHAIN	DSB
ILLINI CONTRACTORS SUPPLY	33.34	TRIMMER STRING	DSB
MENARDS - CHAMPAIGN	8.09	PARKS SUPPLIES	DSB
MENARDS - CHAMPAIGN	88.81	SUPPLIES-PARKS	DSB
FUTURA	7.96	TIMECARDS	DSB
CORNEGLIO AG	119.28	PARKS- SUPPLIES	DSB
U.S. BANK	74.42	USBANK	DSB
EVERGREEN FS INC	57.49	PARKS FUEL	DSB
CENTRAL ILLINOIS AG	391.00	TRIMMER MOUNT & KIT	DSB
U.S. BANK	273.64	USBANK	DSB
U.S. BANK	425.00	USBANK	DSB
CLINTON COMMUNITY YMCA	675.00	LIFEGUARD CERTIFICATION	DSB
Total 100:	70,954.45		
150			
MAURER-STUTZ	380.00	MFT PROGRAM	DSB
MAURER-STUTZ	2,539.13	PLUM ST IMPROVEMENTS	DSB
FAMILY TREE SERVICE	1,800.00	TREE WORK E ALLEN ST.	DSB
Total 150:	4,719.13		
240			
EVANS FROEHLICH BETH AND	560.00	TIF-3 TABELING	DSB
MAURER-STUTZ	427.50	RESURFACING	DSB
BARKER MOTOR COMPANY	7,774.02	SIERRA PURCHASE	DSB
Total 240:	8,761.52		
270			
MENARDS - CHAMPAIGN	16.97	SUPPLIES-OTHER	DSB
GASVODA & ASSOCIATES	3,952.83	PRAIRIE RIDGE LIFTSTATION REPAIR	DSB
U.S. BANK	41.99	USBANK	DSB
BARKER MOTOR COMPANY	7,774.01	SIERRA PURCHASE	DSB
Total 270:	11,785.80		
280			
DEWITT COUNTY DEVELOPME	2,000.00	MICROGRANT SUPPORT	DSB
BENDSEN SIGNS & GRAPHICS I	35,346.00	SIGN COMPLETION	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 280:	37,346.00		
490			
GFL ENVIRONMENTAL	12,316.23	MONTHLY SERVICE	DSB
Total 490:	12,316.23		
510			
T-MOBILE	33.82	MONTHLY INTERNET SERVICE	DSB
FRONTIER	202.14	MONTHLY INTERNET	DSB
WATER SOLUTIONS UNLIMITED	3,471.98	PLANT CHEMICALS	DSB
FUTURA	7.96	TIMECARDS	DSB
CORNEGLIO AG	19.25	SUPPLIES	DSB
U.S. BANK	11.14	USBANK	DSB
EVERGREEN FS INC	81.70	WATER FUEL	DSB
EVERGREEN FS INC	826.03	WATER DIESEL	DSB
GRAINGER	252.03	PUMP & ASSEMBLY PARTS	DSB
MAURER-STUTZ	1,752.50	WATER MAIN REPLACEMENT	DSB
IMCO UTILITY SUPPLY CO	35.00	COUPLING	DSB
NAPA AUTO PARTS	8.18	ADHESIVE	DSB
WATER PRODUCTS CO.	82.00	1 X 100 PIPES	DSB
Total 510:	6,783.73		
520			
CENTRAL ILLINOIS AG	273.21	SEMI PNEUMATIC REPAIRS	DSB
NAPA AUTO PARTS	64.79	BATTERY & WARRANTY	DSB
WALKER TIRE & EXHAUST	37.00	SEWER VEHICLE REPAIR	DSB
U.S. BANK	498.99	USBANK	DSB
PACE ANALYTICAL SERVICES	1,394.20	LAB TESTS	DSB
U.S. BANK	47.99	USBANK	DSB
T-MOBILE	33.83	MONTHLY INTERNET SERVICE	DSB
MEDIACOM	201.20	SEWER INTERNET	DSB
USA BLUEBOOK	176.74	TNT 844 & 830	DSB
FUTURA	15.92	TIMECARDS	DSB
CORNEGLIO AG	15.78	STAR BIT & PVC	DSB
U.S. BANK	59.93	USBANK	DSB
LEROY TRUE VALUE HARDWAR	50.94	MORTAR MIX	DSB
LEROY TRUE VALUE HARDWAR	18.00	MORTAR MIX CREDIT	DSB
LEROY TRUE VALUE HARDWAR	9.99	CONCRETE MIX	DSB
EVERGREEN FS INC	462.98	SEWER FUEL	DSB
EVERGREEN FS INC	826.03	SEWER DIESEL	DSB
CORE & MAIN LP	2,362.04	12 METERS	DSB
YEAGLE ELECTRIC INC	213.30	TREATMENT PLANT REPAIR	DSB
GRAINGER	252.03	PUMP & ASSEMBLY PARTS	DSB
CORE & MAIN LP	728.00	SEWER PIPES AND SUPPLIES	DSB
GASVODA & ASSOCIATES	46,224.96	WASTEWATER PUMPS AND INSTALLATION	DSB
Total 520:	53,931.85		
530			
CENTRAL ILLINOIS AG	152.20	VEHICLE REPAIR	DSB
WALKER TIRE & EXHAUST	3,175.00	ELECTRIC VEHICLE REPAIR	DSB
BHMG ENGINEERS	828.04	EPA ANNUAL REPORTING	DSB
FUTURA	583.37	OFFICE SUPPLIES	DSB
FUTURA	50.05	PINK NOTICES	DSB
T-MOBILE	33.82	MONTHLY INTERNET SERVICE	DSB

Vendor Name	Net Invoice Amount	Description	Created by
U.S. POSTAL SERVICE	611.62	POSTAGE APRIL 24 UTILITY BILLS	DSB
QUADIANT LEASING USA INC.	488.04	POSTAGE MACHINE QTRLY RENT	DSB
IMEA	70,924.08	ELEC GENERATION	DSB
CHEMSEARCHFE	649.72	CHEMICALS	DSB
ILLINI CONTRACTORS SUPPLY	543.00	FUEL GRINDER & BATTERIES	DSB
U.S. BANK	254.07	USBANK	DSB
MENARDS - CHAMPAIGN	63.24	ELECTRIC SUPPLIES	DSB
FUTURA	39.80	TIMECARDS	DSB
FUTURA	15.92	TIMECARDS	DSB
CORNEGLO AG	79.41	SUPPLIES- ELECTRIC	DSB
U.S. BANK	20.83	USBANK	DSB
U.S. BANK	152.83	USBANK	DSB
EVERGREEN FS INC	260.24	ELEC FUEL	DSB
EVERGREEN FS INC	826.03	ELECTRIC DIESEL	DSB
ANIXTER INC	1,360.00	SUPPLIES	DSB
ANIXTER INC	2,441.95	SUPPLIES	DSB
ANIXTER INC	233.80	SUPPLIES	DSB
ANIXTER INC	241.50	SUPPLIES	DSB
Total 530:	84,028.56		
Grand Totals:	290,627.27		



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: May 6, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: 605 W Market – Truck parking

In mid-March, we received an inquiry regarding a large truck and trailer consistently parked in a residential area and tearing up the right-of-way. The property owner, Joe Carter, apparently inquired as to whether we would add more gravel again, as we have done so in the past. In addition, there has been a barricade standing in that area for a few months.

Upon investigation, we discovered that, in fact, the truck parking there every night was more than the 8,000 pounds limit (see picture) in our ordinance (see attached). And, our Water Supt. advised the barricade was in place to keep the truck owner from driving over the shutoff (see picture).

Mr. Carter and I met on May 1 to discuss the situation and I advised that I would bring the matter to council because it would require a variance from the current ordinance.

I'm not opposed to allowing Mr. Carter to maintain the ROW in front of his house so he can park his work truck there, but it could open the door to other property owners wanting to do the same. In addition, there is some concern that this would invite other truck owners to drive on our residential streets, which deteriorates the pavement, one of the reasons for the ordinance in the first place.

So, the decision for the Council is (1) do you allow Mr. Carter to park his 8000+ pound vehicle in a residential area if he maintains the ROW and (2) do we amend the ordinance to increase the weight limit of Section 72.13?

§ 72.13 PARKING OF CERTAIN MOTOR VEHICLES PROHIBITED.

(A) No person, firm or corporation shall stand or park any truck, semi-tractor, semi-trailer, bus, recreational vehicle or trailer, having two or more axles, with a gross vehicle weight of 8,000 pounds or more, or which exceeds 20 feet in length and ten feet in height, on any street, on public property, or on private property between the public right-of-way and the applicable set back lines, in any residence district within the city for a period longer than is necessary for the expeditious loading or unloading of such vehicle; provided that where any street fronts in part on a residence district and in part of any district otherwise classified by the applicable zoning laws, this section shall restrict such standing or parking only to such portion of such street which fronts on the residence district.

(B) Immediately after sufficient notice of the provisions hereof shall be given to the public, the enforcement is hereby authorized and violators shall be subject to fine of not less than \$50 nor more than \$500.

(C) The city has deemed that parking restrictions in residential areas of the city are a necessity. The city realizes that vehicles parked along the city right-of-way can pose a hazard by lessening driver and pedestrian visibility, and is needed to help preserve neighborhoods.

(1) Motorized and non- motorized vehicles such as recreational vehicles, camper trailers, boats, and utility trailers shall not be parked on residential streets for a period extending ten days.

(2) Recreational vehicles located in residential areas, must be parked in a side or rear yard. R.V.'s may not be used for residential purposes.

(3) Side storage of a recreational vehicle must maintain a minimum of three feet from a property line.

(4) *Penalty.* Any person, firm, or corporation who shall violate any provision of this division (C) shall upon conviction be fined \$25 for each offense.

(5) *Definitions.* For the purpose of this division (C):

(a) A recreational vehicle (R.V.) shall be described as a motor home, travel trailer, camping trailer, boat, personal water craft, or all terrain vehicle, including the trailer used to transport.

(b) Right-of-way shall be described as any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including utility easements in which the city has the right and authority to authorize, regulate or permit the location of facilities other than those of personal city property that is not specifically described in the previous two sentences and shall not include city buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the right-of-way, as defined in § 95.02.

(Ord. 679, passed 4-7-97; Am. Ord. 924, passed 8-19-13) Penalty, see § 72.99





ORDINANCE NO. 1120

**AN ORDINANCE
ACCEPTING A BID IN CONNECTION
WITH THE SALE OF CERTAIN REAL ESTATE**

(North of I-74, west of East Clinton Avenue/Route 54, Farmer City, Illinois 61842)

WHEREAS, the City of Farmer City, DeWitt County, Illinois (the “City”) owns the parcel of real estate identified on Exhibit A attached hereto and incorporated herein by this reference thereto (collectively, the “**Real Estate**”); and

WHEREAS, under and pursuant to Division 76 of the Illinois Municipal Code (65 ILCS 5/11-76-1 et seq.) and also the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(c) et seq., as supplemented and amended (collectively, the “**Act**”), the Mayor and City Council (the “**Corporate Authorities**”) of the City passed Ordinance No. 1107, entitled “AN ORDINANCE DECLARING 20 ACRES (MORE OR LESS) OF FARMLAND AS SURPLUS PROPERTY AND DIRECTING THE SALE OF REAL ESTATE AND RELATED MATTERS (North of I-74, west of East Clinton Avenue/Route 54, Farmer City, Illinois 61842)”, on November 6, 2023, and such Ordinance was approved by the City Mayor on November 6, 2023 (the “**Authorizing Ordinance**”); and

WHEREAS, as provided in the Authorizing Ordinance, the Corporate Authorities, having found and determined that the Real Estate was no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City to retain, and which conveyance is reasonably necessary to achieve the objectives of the redevelopment plan for the Farmer City Forward Project Redevelopment Area, directed that the sale of the Real Estate be made under and pursuant to the Act by sealed bid, with notice thereof to be published once each week for three (3) successive weeks in the *Clinton Journal*, a weekly newspaper published within DeWitt County, Illinois, (the “**Notice**”); and

WHEREAS, the Notice, which advertised for sealed bids in connection with the proposed sale of the Real Estate and contained an accurate description of the Real Estate, the purpose for which the Real estate is being used and the conditions for further use, if any, was published once each week for three (3) successive weeks, in the *Clinton Journal*, as directed by the Authorizing Ordinance; and

WHEREAS, there has been submitted and opened at the December 18, 2023 Council Meeting and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted a bid (the “**Bid**”) submitted in the form of a written bid by Tabeling Development Company, LLC (the “**Bidder**”); and the City Attorney has prepared a written “COMMERCIAL REAL ESTATE SALES CONTRACT” and also a “RIGHT OF FIRST REFUSAL AND RIGHT OF FIRST OPTION AGREEMENT (collectively the “**Purchase Agreement**”), in accordance with the requirements of the Authorizing Ordinance and the Notice; and

WHEREAS, the Bid submitted by the Bidder, and the form of Purchase Agreement, proposes to purchase the Real Estate pursuant to the terms of the Redevelopment Agreement, subject to such terms, conditions and other requirements as more specifically set forth in the form of the Purchase Agreement.

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

Section 1. That the Corporate Authorities hereby find, determine and declare that the matters herein above set forth in the preambles and recitals to this Ordinance are true, correct and complete and are hereby incorporated herein by this reference thereto.

Section 2. That the Bid as submitted by the Bidder, including the terms, conditions and other requirements thereof as set forth in the form of the Purchase Agreement, be and the same is hereby accepted by the Corporate Authorities for and on behalf of the City. As an integral part of such acceptance of the Bid, the form of the related Purchase Agreement is accordingly also hereby authorized and approved.

Section 3. That for and on behalf of the City, the Mayor is hereby authorized to accept the Bid by executing and delivering the Purchase Agreement and, if required, the City Clerk is hereby authorized to attest such execution of the Purchase Agreement, with such changes and revisions in the form of such Purchase Agreement as may be approved by the Mayor, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Purchase Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

Section 4. That the sale of the Real Estate is hereby authorized to be made to the Bidder upon full and complete performance by the Bidder of each of its obligations under the Purchase Agreement, the Corporate Authorities hereby expressly ratifying and confirming its earlier finding in the Authorizing Ordinance that the Real Estate is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the City to retain and which conveyance is reasonably necessary to achieve the objectives of the redevelopment plan for the Farmer City Forward Project Redevelopment Area.

Section 5. That all actions of the officers, employees, agents and attorneys of the City heretofore taken in connection with the Authorizing Ordinance, the Notice, the Bid and the Real Estate are hereby ratified, confirmed and approved.

Section 6. That from and after the effective date of this Ordinance, the proper officers, employees, agents and attorneys of the City are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Purchase Agreement and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the completion of the sale of the Real Estate under and pursuant to the terms, conditions and other requirements of the Purchase Agreement.

Section 7. This Ordinance shall become effective upon its passage and approval as required by law.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by a three-fourths vote of the Corporate Authorities then holding office at a regular meeting on the date set forth below upon a roll call vote as follows:

“Ayes”

“Nays”

“Absent”

PASSED this 6th day of May, 2024.

City Clerk

APPROVED this 6th day of May, 2024.

Mayor

EXHIBIT A

Legal Description of Real Estate

Part of the Southwest Quarter of Section 22, Township 21, North, Range 5 East of the Third [3rd] Principal Meridian, DeWitt County, Illinois.

This particular tract of land lies North of F.A.I. Route 74 and West of U.S. Route 54 at Farmer City, Illinois. and is described as beginning at a point on the Northerly right-of-way line of F.A.I. Route 74. with the said point being 535.30 feet North and 937.67 feet East of the Southwest corner of Section 22, Township 21 North, Range 5 East of the Third [3rd] Principal Meridian. DeWitt County, Illinois, and this said point is also 167.74 feet left of F.A.I. Route 74 station 832+74, running thence S 51° 30' 15" E along the Northerly right-of-way line of F.A.I. Route 74 for 226.00 feet; thence S 70° 38' 12" E along said Northerly right-of-way line for 321.29 feet; thence N 84° 03' 13" E along said Northerly right-of-way line for 503.91 feet to the intersection of the Westerly right-of-way line of U.S. Route 54; thence N 21° 52' 00" E along said Westerly right-of-way line for 478.77 feet; thence N 14° 40' 03" E along said Westerly right-of-way line for 348 feet; thence N 90° 00' 00" W for 1247.62 feet; thence S 0° 00' 0" W for 586.00 feet to the point of beginning, containing 20.007 acres. more or less, situated in the County of DeWitt, State of Illinois.

PARCEL ID NO: 05-22-300-005

COMMERCIAL REAL ESTATE SALES CONTRACT

SELLER: Farmer City, an Illinois Municipal Corporation,

ADDRESS: Attn: Sue McLaughlin, City Manager
105 S. Main Street
Farmer City, IL 61842

TELEPHONE: (309) 928-3412

ATTORNEYS FOR SELLERS: Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Tele: 217/359-6494
E-mail: jchamley@efbclaw.com

BUYER: Tabelaing Development Company, LLC, an Illinois limited liability company

ADDRESS: Attn:
1826 Patton Dr Suite 4
Mahomet, IL 61853
Tele: (217) 722-9374
E mail:

ATTORNEYS FOR BUYER: Andrew Hatch
Hatch Law Firm
100 Chestnut St.
Champaign, IL 61820
Tele: 217.356.2577
E mail: ahatch@hatchlawfirm.com

1. **OFFER AND ACCEPTANCE:** Pursuant to the REDEVELOPMENT AGREEMENT dated January 24, 2024, executed by Farmer City, an Illinois Municipal Corporation and Tabelaing Development Company, LLC, an Illinois limited liability company ("Redevelopment Agreement"), and the terms and covenants contained therein, which are incorporated herein, Seller agrees to sell and Buyer agrees to purchase the following described real estate:

PINs: 05-22-300-005

which has the common address of: NW corner of I-74 & Route 54, Farmer City.

(the "Property") 10 acres of the existing parcel, approximately 585 x750' of the NE corner of the parcel. A survey will be provided as reference as Exhibit A to this agreement.

in the County of DeWitt, Illinois, together with all improvements and appurtenances thereon, upon the terms set forth in this contract.

2. **PURCHASE PRICE:** Buyers agree to pay to Sellers the total sum of TEN and 00/100 Dollars (\$10.00). Additional consideration are the terms and covenants in the Redevelopment Agreement. Buyer has deposited with Seller the sum of \$N/A as NON-REFUNDABLE (except as otherwise provided herein) earnest money ("Earnest Money") to be held

for delivery to Sellers at time of closing. The balance of the purchase Price shall be paid to Sellers at closing by cashier's check, wire transfer, or other form of Payment acceptable to Sellers.

3. **POSSESSION AND CLOSING:** Sellers shall deliver possession of the premises to Buyers at closing, which shall be held on or before June 1, 2024.

4. **PERSONAL PROPERTY:** None, as the property is vacant farmland.

5. **CONDITION OF PREMISES:** Buyers acknowledge they have inspected the property and they are acquainted with the condition thereof. Buyers accept the same in AS-IS Condition, with no representations or warranties, either written or implied. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM SELLER AS TO ANY MATTER CONCERNING THE PROPERTY.

6. **DEED OF CONVEYANCE:** Buyers or Buyer's attorney shall promptly advise Seller's attorney of the desired form of deed. As soon as practicable thereafter, Seller's attorney shall prepare and Sellers shall execute a recordable Municipal Special Warranty Deed sufficient to convey the real estate to Buyers or their nominee, in fee simple absolute. The deed shall then be held by the listing broker or the Seller's attorney, as escrow agent for both parties with copies of the executed deed to be delivered to attorneys for both parties. The deed shall be delivered to Buyers at the closing of this transaction upon Buyer's compliance with the terms of this Contract.

Buyer shall place into escrow a quit claim deed back to City and if Buyer has not begun work on the Phase 1 Project within eighteen (18) months of execution of this Agreement or has not completed Phase 1 Project within thirty-six (36) months of execution of this Agreement, the Phase 1 Property shall be conveyed back to City after reimbursing the Buyer for any expenses for improvements that have been completed to date. Once the Buyer has completed improvements to the Phase 1 Property, the City may not default on the Buyer for the Phase 1 Property. Any part of Phase 1 Property that has direct access from the newly built road and is individually platted will be considered improved. The deed to Buyer shall reflect this clause and escrow.

In addition, the deed to Buyer shall contain the following restriction:

Certain Uses Prohibited. Though Buyer is being extended significant flexibility in its development of the Property, this Agreement is contingent upon, and the parties agree that the Property will not be used for purposes in violation of the zoning of the Property, or the ordinances of the City, or the laws of the State of Illinois or United States of America, and more specifically, the parties agree that the Buyer will not develop the Property, utilize the Property for, or sell sections of the Property, to an individual, individuals, or entity that will utilize any portion of the property for:

- (a) the production or sale of pornography at a commercial business
- (b) the occurrence at a commercial business of any lewd or lascivious act or any topless and/or bottomless employee and/or employees or entertainment to be performed within the licensed premises by an entertainer employed therein, or by any employee or guest.
- (c) the displaying of or sale of pornographic films or pictures depicting acts, or a live performance at a commercial business of those acts which are prohibited above.
- (d) any act prohibited by ordinance of the City.

7. **ENCUMBRANCES:** Sellers warrant that no contracts for the furnishing of any labor or material to the land or the improvements thereon, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the land or any improvements thereon as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrant that there are not and will not at the time of the closing be any unrecorded leases or contracts relating to the property, except as heretofore disclosed to Buyers in writing.

8. **TAXES and ASSESSMENTS:** Real estate taxes (if any) apportioned through the date of possession shall be at Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. Transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller's expense. This transaction is exempt from transfer tax. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

9. **EVIDENCE OF TITLE:** Within seven (7) days of the date of this Contract, Sellers shall deliver to Buyers as evidence of Sellers title a Commitment for Title Insurance issued by a title insurance company doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyers names for the amount of the purchase price. Buyer shall be responsible for payment of the owner's premium and Seller's search charges. The cost of providing title insurance for Buyers' lender, if any, shall be borne by Buyers. All settlement costs shall be paid by Buyer.

Permissible exceptions to title shall include only the lien of general taxes and special assessments for year 2023; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property.

If title evidence discloses exceptions other than those permitted, Buyers shall give written notice of such exceptions to Sellers within a reasonable time. Sellers shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Sellers are unable to cure such exception, then Buyers shall have the option to terminate this Contract in which case Buyers shall be entitled to refund of the earnest money.

10. **DEFAULT:**

- A. If Buyer fails to make any payment or to perform any obligation imposed upon them by this Contract, Seller may serve written notice of default upon Buyer, and if such default is not corrected within ten (10) days thereafter, Buyer is deemed in default and Seller may take one or more of the following actions: re-sell the premises to another party; maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Buyer; and maintain any other or different remedy allowed by law.
- B. In the event of the failure of Seller to perform the obligations imposed upon them by this Contract, Buyer may serve written notice of default upon Seller and if such default is not corrected within ten (10) days thereafter, Seller is deemed in default and Buyer may take one or more of the following actions: maintain a claim for monetary damages for breach of contract; maintain a specific performance action against Sellers; and maintain any other or different remedy allowed by law.
- C. The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies.

- D. In the event of such breach, the non-defaulting party shall be excused from further performance of the contract, unless such party elects the remedy of Specific Performance.
- E. The prevailing party in any litigation to enforce this contract, or to recover earnest money, shall be entitled to recover reasonable attorney fees and related costs.
- F. In the event of a dispute over the disposition of earnest money, the earnest money shall continue to be held in the trust account of the escrow agent until: (i) the agent has a written release from all parties consenting to the disposition, or (ii) a civil action is filed, by either the broker or one of the parties, to determine the disposition of the earnest money, at which time payment may be made into court; or (iii) deposit is made with the Illinois Department of Financial Institutions in accordance with the law. Similarly, the executed deed shall continue to be held by the escrow agent for such deed until the agent has been provided a written release from all parties consenting to its disposition, or until a civil action is filed, by either the escrow agent or one of the parties, to determine its disposition, at which time the deed may be filed with the court.

11. **NOTICES:** Any notice required under the contract to be served upon Sellers or Buyers shall be in writing and shall be deemed effective when either actually received or when mailed to such Party evidenced by certified mail or upon postal certification of mailing to such party; information copies of all such notices shall be sent or delivered to offices of the attorneys named herein and such information copies may be sent by facsimile transmission. Notice to or from one of multiple Buyers shall be effective as to all Buyers; notice to or from one of multiple Sellers shall be effective as to all Sellers. In the event Sellers address is not shown herein, notices as provided in this Paragraph may be sent to the Sellers at the common address of the real estate. In the event any certified mailing is indicated "Return Receipt Requested" such mailing shall also be made by first class mail.

12. **COMPLIANCE:** Sellers and Buyers hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with all applicable laws.

In the event the sales price herein exceeds the threshold exception of Section 1445 of the Internal Revenue Code, as amended, Sellers hereby certify (under penalties of perjury) that Sellers are not foreign persons and agree upon request to execute an affidavit so stating.

13. **ENTIRETY OF AGREEMENT:** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than herein set forth. References to plural parties shall apply to singular parties as well. References to specific number of days shall mean calendar days.

14. **TIME OF THE ESSENCE:** The time for performance of the obligations of the parties is of the essence of this Contract.

15. **FINANCING:** There is no financing contingency.

16. **BROKER:** Neither party has engaged a broker and no commissions are owed. Seller indemnifies Buyer and Seller shall hold Buyer harmless for any broker fee or commission owed by Seller. Buyer indemnifies Seller and Buyer shall hold Seller harmless for any broker fee or commission owed by Buyer.

17. **OFFER AND ACCEPTANCE DEADLINE.** This shall be a legally binding Contract if all parties execute this Agreement. If Buyer does not execute and deliver to Seller on or before 4:30 P.M. Friday, April 20, 2024, this is null and void and Seller withdraws its offer to sell.

SELLER'S SIGNATURES:
FARMER CITY, an Illinois Municipal Corporation

BY: _____

Print Name: _____

Its: _____

Date _____ Time _____

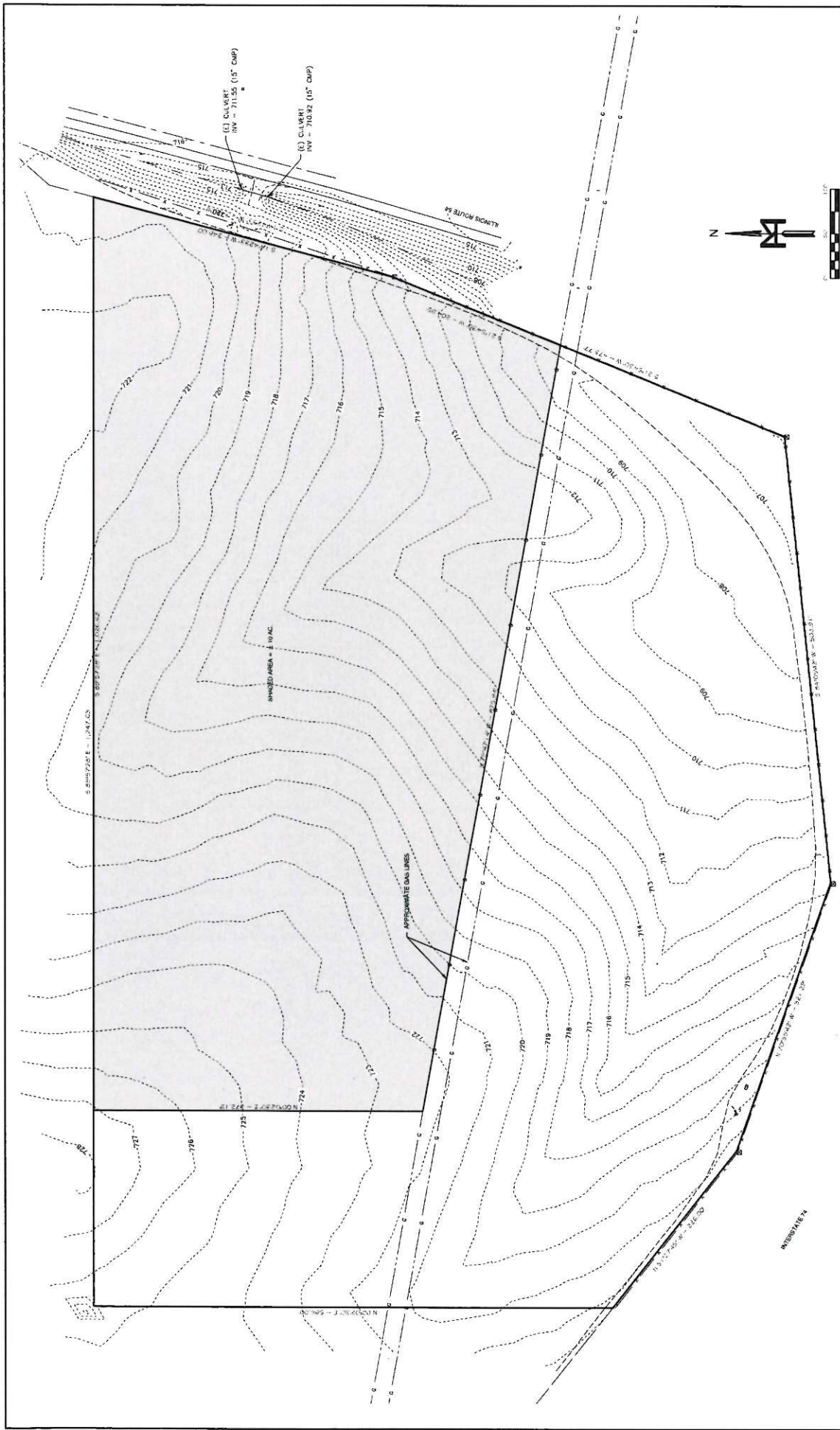
BUYER'S SIGNATURE:
TABELING DEVELOPMENT COMPANY, LLC, an Illinois limited liability company

BY:  _____

Print Name: Shawn Tabeling

Its: Manager

Date 04/30/24 Time 3pm



PRELIMINARY ONLY
NOT FOR CONSTRUCTION

EXISTING TOPOGRAPHIC SURVEY
SCALE 1" = 60'

PROJECT NO.		TITLE	
SHEET NO.		EXISTING TOPOGRAPHIC SURVEY	
DATE		TABELING DEVELOPMENT CO.	
DRAWN		SURVEYED	
CHECKED		DATE	
DESIGNED		PROJECT NO.	
DATE		SHEET NO.	
PROJECT NO.		DATE	

M MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
 1000 W. 30th St.
 Peoria, Illinois 61614
 Phone: (309) 692-6601
 Fax: (309) 692-6601
 Professional Design Firm # 184-005891
 www.mohr-kerr.com

**PREPARED BY AND AFTER
RECORDING, RETURN TO:**

Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Tele: 217/359-6494

RIGHT OF FIRST REFUSAL AND RIGHT OF FIRST OPTION AGREEMENT

THIS RIGHT OF FIRST REFUSAL AND RIGHT OF FIRST OPTION AGREEMENT (“Agreement”), is made and entered, effective the 30th day of April, 2024, by and between Farmer City, an Illinois Municipal Corporation (“Farmer City” or “City”) and Tabelaing Development Company, LLC, an Illinois limited liability company (“Tabelaing”);

WITNESSETH:

WHEREAS, Farmer City is the owner of that certain real estate legally described on Exhibit A attached hereto and incorporated by herein reference (“Farmer City Land”);

WHEREAS, Farmer City and Tabelaing entered into a Redevelopment Agreement dated January 24, 2024, regarding the Farmer City Land and the terms of said agreement are incorporated into this Agreement, but the terms contained in this Agreement shall control over conflicting terms in the Redevelopment Agreement; and

WHEREAS, Farmer City and Tabelaing have entered into a Commercial Real Estate Sales Contract dated _____, for the sale of real estate legally described on Exhibit B (Parcel 1); and

WHEREAS, Farmer City desires to grant to Tabelaing, and Tabelaing desires to acquire from Farmer City, the right of first refusal to purchase the real estate legally described on Exhibit C (Parcel 2) on the terms and conditions herein set forth; and

NOW, THEREFORE, for and in consideration of the covenants and agreements of the parties herein contained, Farmer City and Tabelaing hereby covenant and agree as follows:

1. Grant of Right of First Option on Parcel 2.

Upon successful completion by Tabelaing of Phase 1 Project, Tabelaing shall have the right to purchase Parcel 2 from Farmer City for \$10.00, with Tabelaing paying for all settlement charges and title insurance. Terms shall include: (i) Tabelaing shall place into escrow a quit claim deed back to City and if Buyer has not begun work on the Project within eighteen (18) months of execution of the sales agreement or has not completed the Project within thirty-six (36) months of execution of the sales agreement, the Property shall be conveyed back to City after reimbursing the Buyer for any expenses for improvements that have been completed to date (“Claw Back Escrow”) and (ii) Prohibited Uses Clause, as defined below.

Prior to Tabeling's completion of Phase 1, Farmer City shall not agree to sell or sell Parcel 2 without first notifying Tabeling that a third party has made an offer to Farmer City. Farmer City shall make such notice to Tabeling in writing, which shall be signed by Farmer City and advise Tabeling of Farmer City's intent to sell Parcel 2 to Tabeling or to a third party. The written notice shall set forth the following terms for sale of Parcel 2 which Farmer City has received from a third party: (i) purchase price (subject to customary prorations of taxes, payment by seller of transfer taxes and a title policy in the amount of the purchase price); (ii) amount of earnest money and (iii) date of closing which shall be no later than sixty (60) days after the parties' execution of a purchase and sale agreement, which shall contain the Claw Back Escrow and the Prohibited Uses Clause. Farmer City shall not sell or agree to sell Parcel 2 to a third party within thirty (30) days after delivering said written notice to Tabeling to allow all parties to negotiate a sale on mutually acceptable terms. After said thirty (30) days, Farmer City may pursue a sale to any third party, subject to Tabeling's right of first refusal set forth in Section 2 below.

The Sales contract may also contain the following ("Prohibited Uses Clause"): Certain Uses Prohibited. Though Developer is being extended significant flexibility in its development of the Property, this Agreement is contingent upon, and the parties agree that the Property will not be used for purposes in violation of the zoning of the Property, or the ordinances of the City, or the laws of the State of Illinois or United States of America, and more specifically, the parties agree that the Developer will not develop the Property, utilize the Property for, or sell sections of the Property, to an individual, individuals, or entity that will utilize any portion of the property for:

- (a) the production or sale of pornography at a commercial business
- (b) the occurrence at a commercial business of any lewd or lascivious act or any topless and/or bottomless employee and/or employees or entertainment to be performed within the licensed premises by an entertainer employed therein, or by any employee or guest.
- (c) the displaying of or sale of pornographic films or pictures depicting acts, or a live performance at a commercial business of those acts which are prohibited above.
- (d) any act prohibited by ordinance of the City.

Once the Developer has completed improvements to the Phase 1 Property, the City may not default on the Developer for the Phase 1 Property. Any part of Phase 1 Property that has direct access from the newly built road and is individually platted will be considered improved.

2. Grant of Right of First Refusal on Parcel 2. Farmer City grants to Tabeling the right of first refusal to purchase Parcel 2, contingent upon Tabeling being in good standing with all agreements with Farmer City. In the event Farmer City obtains a bona fide written offer from a third party to purchase Parcel 2, Farmer City shall provide a copy of the same to Tabeling. Tabeling will have ten (10) days from the date of receipt of said copy to indicate in writing whether it will exercise its first right of refusal. In the event Tabeling exercises its first right of refusal, a contract between Farmer City and Tabeling will be prepared by Tabeling's attorney upon substantially the same terms and conditions as contained in the bona fide written contract from a third party and executed by the parties. If Tabeling fails to give notice of its exercise of its first right of refusal within ten (10) days of Tabeling's receipt of Farmer City's notice, Tabeling's rights under this Agreement shall terminate unless in the case of such refusal, the original bona fide written contract fails to close to the party identified in Farmer City's notice within one hundred eighty (180) days, in which event, this Agreement shall continue and Farmer City shall be required to re-commence the process described in this Section I.

3. Term of Agreement. This Agreement shall run with the land, and shall be binding on Farmer City and Tabeling until applicable party fails to exercise its right as provided under this Agreement. Parties may not assign their rights under this Agreement. Any direct or indirect assignment of Parties' rights under this agreement shall automatically terminate all of the transferring Parties' rights hereunder. This Agreement

and all rights contained herein shall terminate on the earlier to occur of: (i) upon a deed being recorded from Tabeing to Farmer City for Parcel 1 based upon termination or default of the Redevelopment Agreement, or (ii) on May 1, 2029.

4. Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery providing for “tracking” of delivery, (iii) upon electronic mail transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. recipient’s local time on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two (2) business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows:

If to Tabeing:

Tabeling Development Company, LLC, an Illinois limited liability company
Attn:
1826 Patton Dr Suite 4
Mahomet, IL 61853
E mail:

With a copy to: Andrew Hatch
Hatch Law Firm
100 Chestnut St
Champaign IL 61820
ahatch@hatchlawfirm.com

Email:

If to Farmer City:

Farmer City, an Illinois Municipal Corporation
Attn: Sue McLaughlin, City Manager
105 S. Main Street
Farmer City, IL 61842
Email: smclaughlin@cityoffarmercity.org

With a copy to:
Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Suite 310
Champaign, IL 61820
Email: jchamley@efbclaw.com

5. Attorney Fees. Default by any party to this Agreement shall entitle the non-defaulting party to damages, reasonable costs, reasonable court costs and attorney's fees and expenses incurred by reason of such default of this Agreement.

6. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the case of a dispute concerning this Agreement or any related agreements, the parties agree that the exclusive venue lies in the Sixth Judicial Circuit Court, DeWitt County, Illinois. Each party consents to the jurisdiction and venue of such court.

7. Authority. Each party represents and warrant to the other that the individuals executing this Agreement on their behalf are duly authorized and empowered to do so, and that upon such execution of this Agreement shall be binding upon and enforceable by and against each of the parties hereto.

8. Strict Construction. The language used in this Agreement shall be deemed to be the language approved by all parties to this Agreement to express their mutual intent, and no rule of strict construction shall be applied against any party.

[remainder of this page blank - signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Farmer City:

Farmer City, an Illinois Municipal Corporation

By: _____

Name:

Title:

STATE OF ILLINOIS)

)

COUNTY OF CHAMPAIGN)

I, THE UNDERSIGNED, a Notary Public, in and for said County and State aforesaid, do hereby certify that _____, as _____ of Farmer City, an Illinois Municipal Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notarial seal this _____ day of April, 2024.

Notary Public

Tabeling:


Tabeling Development Company, LLC, an Illinois limited liability company

By: 
Authorized Signatory

STATE OF ILLINOIS)
)
COUNTY OF CHAMPAIGN)

I, THE UNDERSIGNED, a Notary Public, in and for said County and State aforesaid, do hereby certify that _____, as Authorized Signatory of Tabeling Development Company, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me this day in person and acknowledged that he signed, sealed and delivered the same instrument as his free and voluntary act and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and notarial seal this 30 day of April, 2024.


Notary Public

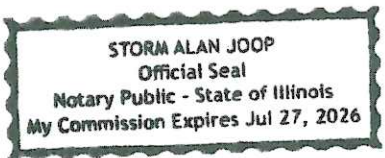


Exhibit A
(Farmer City Land)

Exhibit B
(Parcel 1)

Exhibit C
(Parcel 2)



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: May 6, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: 210 E Water St

The attached is a request from Door1 LLC (Jerry and Josh Hawn) for TIF assistance to replace the roof at 210 E Water St.

The applicant submitted 2 quotes: (1) Popejoy Roofing for \$13,038; (2) Hawn Contracting for \$12,793.

Our ordinance allows for 20% reimbursement on these types of requests, but in the past you have provided up to 30%. Reimbursement on the low bid would be between \$2,558.60 (20%) and \$3,837.90 (30%).

TAX INCREMENT FINANCING ASSISTANCE APPLICATION

Note that applications must be reviewed and approved before the project begins. Any costs incurred before the project is approved are not eligible for TIF funds. Also, if there is a significant change in the scope of the project after the application has been approved, the applicant must reapply with the scope of the new project.)

Applicant Information

Applicant name: Door1 LLC (Jerry and Josh Hawn)

Business name: Door1 LLC (Farmer City Laundromat)

Mailing address: 1018 E Richardson St., Farmer City, IL 61842

Applicant phone number: 217-637-4296

E-mail address: joshuahawn@gmail.com

Grant recipient's name: Jerry and Josh Hawn (Door1 LLC)

Grant recipient's Federal employer identification number(FEIN) 37-1391893

Type of business entity: LLC

Building information (please attach a copy of the deed to the property)

Building name: Farmer City Laundromat and Catering buildings

Building address: 210 E Water St., Farmer City, IL 61842

How is the title to the property held? LLC

Same as grantee? Yes

Name(s) of property owner(s) (NOTE: All beneficial owners of a land trust, members of a limited liability company and partners in a partnership must be listed.) Door1 LLC (Jerry and Josh Hawn)

Owner(s) telephone numbers: Josh – 217-637-4296; Jerry – 217-637-0853

Property information

Property index number(s): 05-28-416-002

Project information

Current use(s): Building one is a laundromat and building two is a commercial kitchen used by a catering company

General project description:

Since purchasing this property (210 E Water St) which includes the laundromat and catering building. We have been continually upgrading the laundry machines which provides better reliability and ease of use for our customers. This laundromat has been in existence since 1968. When we purchased it twelve years ago, most of the machines were original to the opening day. It was a great vintage slice of Americana, however breakdowns were constant and there weren't front load washers to assist our wheelchair bound customers. We've been able to replace 14 of the 24 washers. We purchase high quality, long lasting Speed Queen commercial line washers. As with everything else, the cost of machines and installation labor have soared. Now we need to replace both roofs. These replacements are being mandated by our insurance company for continued insurability.

We believe we are providing a valuable service to our community at the laundromat and wish to continue to improve that service. This business fills a unique niche in our community. Our consistent customer base is people without laundry facilities in their residence. We also have many people come in to use our larger washers for comforters, etc that don't fit in their home washers. One consistent group I hadn't realized until we got involved in this business is transients and migrant workers. Due to our agri-businesses, we have many customers who need our business as their only option to keep their family in clean clothing. We strive to continue to provide a safe, clean space for all our customers. This project helps us to improve that service. Thank you for considering our application.

Project financing: Private – Door1 LLC

Received (date):

Applicant's signatures

Two handwritten signatures are written over a horizontal line. The signature on the left is a stylized cursive script, possibly reading 'John'. The signature on the right is also in cursive, possibly reading 'Jeff'. The line extends across the width of both signatures.



POPEJOY ROOFING, INC.
PO Box 41
Farmer City, IL 61842

popejoyroofing@gmail.com
IL LIC. #104-017259
Phone: 309-530-4204

Roofing Replacement - Laundromat & Catering Bldg

07/26/2023

Company Representative
Joel Schilawski
Phone: (217) 329-2300
joel@popejoyroofing.com

Josh Hawn
210 East Water Street
Farmer City, IL 61842
(217) 637-4296

Job: IL-3889: Josh Hawn

Roofing Replacement - Laundromat & Catering Building

Malarkey HIGHLANDER Shingles Include:

- * Polymer Modified SBS Shingle and Ridge Cap: Better Granule Retention and Flexibility to Ensure Proper Shingle Seal and Wind Protection.
- * Upcycled Materials: Each roof reduces landfill waste by approximately 5 rubber tires and 350 plastic bottles per roof!
- * 130mph Wind Warranty
- * Class A Fire Rating
- * 3M Pollution Reducing Granules

Roofing Scope of Work:

- * Remove the existing shingles down to existing decking/sheathing. Proposal includes all disposal and disposal fees.
- * Should any decking require replacement, it shall be replaced with OSB board at an additional cost of time + materials.
- * Install new metal edging to perimeter roof areas
- * Install one ply of ice & water shield to the bottom three feet of the deck. Additional ice & water shield will be installed if required by local code.
- * Install one ply of synthetic felt prior to shingle installation.
- * Install new boot flashings around the soil pipes.
- * Install new ridge vent in place of the existing ridge vent and box vents.
- * Install new step-flashings around curb unit as needed.
- * Install new Malarkey architectural shingles with Malarkey hip & ridge and Malarkey Starter Strip. Shingles will be nailed to achieve 130mph wind warranty

Popejoy Roofing includes the Malarkey Emerald PRO Warranty with every Malarkey roofing project:

- * 20 year non-prorated period
- * 20 year warranty transferability
- * 10 year workmanship warranty through Popejoy Roofing

LAUNDROMAT - Malarkey Highlander with Emerald Pro Warranty

Price
\$8,648.00

Malarkey Highlander Highlights:

- * 40 year shingle
- * 10 year algae warranty
- * 210 LB per square
- * Class 3 impact rating

CATERING BLDG - Malarkey Highlander with Emerald Pro Warranty

\$4,390.00

Malarkey Highlander Highlights:

- * 40 year shingle
- * 10 year algae warranty
- * 210 LB per square
- * Class 3 impact rating

TOTAL

\$13,038.00

PLEASE READ: Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above or there will be a \$50.00 per day penalty charge for each and every day that payment is late according to this contract. Plus expenses incidental to collection, including reasonable attorney's fees.

I fully understand and agree to the terms of this contract.

Company Authorized Signature

Date

Customer Signature

Date

Customer Signature

Date

HAWN CONTRACTING

1018 E Richardson St Farmer City, IL 61842 309-928-2109

April 10, 2024

Bid for roof work at 210 E Water St., Farmer City, IL 61842

Roofing Scope of Work: * Remove the existing shingles down to existing decking/sheathing. Proposal includes all disposal and disposal fees. * Should any decking require replacement, it shall be replaced with OSB board at an additional cost of time + materials. * Install new metal edging to perimeter roof areas * Install one ply of ice & water shield to the bottom three feet of the deck. Additional ice & water shield will be installed if required by local code. * Install one ply of synthetic felt prior to shingle installation. * Install new boot flashings around the soil pipes. * Replace existing ridge vent and box vents. * Install new step-flashings around curb unit as needed. * Install new architectural shingles with hip & ridge and Starter Strip. Shingles will be nailed to achieve 130mph wind warranty

Laundromat

Materials & Labor: \$8473.00

Catering Building

Materials & Labor: \$4320.00

Bid Total: \$12,793.00

Actual totals may vary depending on actual labor required and materials used.
Estimate does not include repair of hidden damage or other requested additional work.

THANK YOU!

Josh Hawn
217-637-4296
joshuahawn@gmail.com

We are insured and perform quality work to give your project the professional attention and pleasing result that you are looking for. Thanks for giving us the opportunity to serve you!

"Quality Work at a Reasonable Price"

RESOLUTION 2024-103

RESOLUTION APPROVING A TIF 2 GRANT FOR DOOR1 LLC

WHEREAS, the City of Farmer City has a Tax Increment Financing District (Forward TIF) in town; and

WHEREAS, the TIF provides financial assistance to property owners for the rehabilitation of property; and

WHEREAS, the City's TIF policies allow for 20-30% reimbursement depending on a set of criteria OR 50% reimbursement in emergencies for TIF eligible expenses; and

WHEREAS, Door1 LLC (Jerry and Josh Hawn) has requested reimbursement for roof repair at 210 E Water St, which is located within the TIF district;

WHEREAS, the project in question qualifies as a TIF eligible expense, which equates to a 20-30% reimbursement; and

WHEREAS, Door1 LLC has submitted two (2) quotes for the repair – (1) Popejoy Roofing for \$13,038 and (2) Hawn Contracting for \$12,793;

THEREFORE, the City Council hereby approves a ___% reimbursement for the roof repair at 210 E Water St in the amount of \$_____.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 6th DAY OF MAY 2024

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

Scott Testory, Mayor

Angie Wanserski, City Clerk



Municipal Digital Sign Policy

Purpose:

To provide government and community information to residents, businesses and visitors to the City of Farmer City by displaying events, functions and messages that informs and enriches the Farmer City community, while establishing the rules regarding information to be placed on the municipal digital sign.

Policy Statement:

The City of Farmer City will ensure open, honest and clear channels of communication including use of the digital sign. The digital sign shall be used for the dissemination of information to residents, businesses and visitors to the City of Farmer City by displaying information about events, meetings and public messages.

Policy:

The City's digital sign is viewed by the general public as representative of the municipality, and therefore will be operated in a manner that represents Farmer City positively.

The City offers no guarantee with respect to the appearance of any messages on the digital sign or length of time that the message will be displayed.

Prospective users are encouraged to use a variety of communication means for announcements rather than solely relying on the digital sign. The number of messages at any given time is limited and precedence will be given to the messages advertising the earliest event.

Appearance of messages is subject to constraints of priorities, as well as electronic and mechanical limitations.

The City may use messages on the digital sign to thank sponsors for supporting City events.

The following priority system shall be used in selecting messages to be posted on the digital sign:

- a. Emergency messages (in the event of an emergency, the City has the right to suspend all messages and use the digital sign for emergency purposes only);
- b. Messages from the City of Farmer City;
- c. Safety related messages, such as boil orders, fire prevention, education and notices;

- d. Messages from other government agencies that have a local impact or significance; and
- e. Community events and messages hosted and/or sponsored by a non-profit organization.

The following messages shall not be permitted to be posted on the digital sign:

- a. Private sector messages, whether from an individual, group, organization or business;
- b. Political advertising of any type;
- c. Promotion of political, factional or religious viewpoints;
- d. False, misleading or deceptive messages;
- e. Events and/or functions open only to members of an organization

DRAFT

RESOLUTION 2024-104

RESOLUTION ADOPTING A DIGITAL SIGN POLICY

WHEREAS, the City of Farmer City wishes to provide government and community information to the public using the City's digital sign;

WHEREAS, the City wishes to create a policy establishing rules regarding how and what information is displayed on the sign;

WHEREAS, the City desires to provide open, honest and clear channels of communication;

THEREFORE, the City Council hereby adopts this Digital Sign Policy.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 6th DAY OF MAY 2024

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

RESOLUTION 2024-105

RESOLUTION ADOPTING DOG PARK RULES

WHEREAS, the City of Farmer City wishes to provide an enclosed public dog park area at South Park for use by its residents and the public;

WHEREAS, the City wishes to create a policy establishing rules regarding the use of the park;

THEREFORE, the City Council hereby establishes these rules governing the use of the South Park Dog Park.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 6th DAY OF MAY 2024

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

The dog owner agrees to assume the full risk of any injuries, damages or loss associated with their use of the Dog park

A handler aged 16 or older must be present at all times and is solely responsible for the actions of their dog(s)

Handlers are limited to three dogs per visit

Children must be at least 6 years of age and accompanied by a parent or guardian to enter the park

It is the responsibility of the parent or guardian to supervise their children at all times to prevent accidents

Dogs must be leashed while entering and exiting the park

Handler must have a leash in their possession at all times

Dog owners must remain with their dogs in the exercise area and must keep their dog in sight at all times

Always open and close the dog park gates carefully

Call your dog away from the gate while other dogs are entering or leaving

Dogs showing aggression towards people or other dogs must be immediately leashed and removed from the dog park

Excessive barking is strongly discouraged

Dogs must have current vaccinations and wear up-to-date County rabies vaccination tags at all times

Owner information tags are also highly recommended

Dogs in heat are not allowed in the dog park

Puppies using the park must be older than six months

Owners must clean up and dispose of feces left by their dog

Plastic baggies and garbage cans are available on the premises

Failing to clean up after animals will result in loss of privileges to use the park and may result in a fine

Don't give treats to other dogs without asking the owner's permission

Rawhide is not allowed in the Dog park

Professional dog trainers may not use this facility for the conduct of their business

Infraction of any of these rules can result in temporary or permanent loss of park privileges as well as fines