

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
TUESDAY, SEPTEMBER 3, 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- Rail Safety Proclamation
5. Public Comment –

PUBLIC HEARING REGARDING EPA GRANT

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 August 5, 2024 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Resolution 2024-113 approve a TIF grant to Leslie Kemplin for the amount of \$1950.00 in order to demolish 116 E Jackson St.
- B. Resolution 2024-114 resolution committing city funds for the construction of the Rt. 54 sidewalk as part of an ITEP grant.
- C. Approval of hiring Maurer Stutz for the Safe Routes to School project.
- D. Resolution 2024-115 declaration of official intent to reimburse expenditures.
- E. Resolution 2024-116 executing option years one and two for waste collection services.
- F. Ordinance 1128 an ordinance amending Chapter30 allowing for electronic attendance of members.
- G. Approval of payment to Altorfer for the lift station generator in the amount of \$56,200.00

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.

PUBLIC COMMENT: This section is intended for public statement and is not a period of time for debate. Each speaker is limited to a maximum of 5 minutes per Ordinance 943 passed 10/6/2014.

Proclamation
National See Tracks? Think Train® Week

WHEREAS See Tracks? Think Train® Week is to be held across the U.S. from September 23 to 29, 2024;

WHEREAS, 2,192 rail grade crossing collisions resulted in 765 personal injuries and were responsible for 248 fatalities in the United States during 2023; and

WHEREAS, 1,378 pedestrian trespassing casualties have occurred in the United States resulting in 663 pedestrians being killed and another 715 injured while trespassing on railroad property rights of way during 2023; and

WHEREAS, educating and informing the public about rail safety (reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws) will reduce the number of avoidable fatalities and injuries caused by incidents involving trains and citizens; and

WHEREAS, the International Association of Chiefs of Police, National Operation Lifesaver Inc., United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National See Tracks? Think Train® Week;

THEREFORE, I, Scott Testory, Mayor, do hereby attest my full support proclaiming September 23rd to 29th, 2024, National See Tracks? Think Train® Week and I encourage all citizens to recognize the importance of rail safety education.

Scott Testory

Mayor

City of Farmer City

See Tracks?
THINK
TRAIN
WEEK

MINUTES OF THE FARMER CITY, ILLINOIS
CITY COUNCIL REGULAR MEETING
AUGUST 5, 2024 6 p.m.

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

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

PLEDGE OF ALLEGIANCE TO THE FLAG

PROCLAMATION/PRESENTATION

PUBLIC COMMENT Rachel Cox addressed council and conveyed a compliment and a thank you to Sue McLaughlin for her service to the city. She also wanted to encourage local recruitment of the next city manager. She is in support of hiring interim Austin Edmondson and retaining Sue McLaughlin for consultation services so that council can take their time to find a good replacement candidate to act as city manager.

NEW BUSINESS

- A. Ordinance 1127 approving adding another Class A liquor license for the Days Inn.
Days Inn wants to add gaming machines to their establishment and per state law, will need to apply for a local liquor license. Farmer City currently only has 2 Class A licenses that are both in use. This ordinance would allow for a 3rd Class A license to be added.
MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1127 approving adding another Class A liquor license for the Days Inn. Voted unanimously. Motion carried.
- I. Resolution 2024-110 resolution entering into a consulting agreement between Sue McLaughlin and the City of Farmer City.
This resolution approves the hiring of Sue McLaughlin as a temporary consultant in order to help with the transition of appointing a new city manager.
MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-110 resolution entering into a consulting agreement between Sue McLaughlin and the City of Farmer City. Voted unanimously. Motion Carried.
- J. Resolution 2024-111 entering into a contract with GovTempsUSA to hire Austin Edmondson as interim city manager.
Mr. Edmondson has a good resume with a great deal of interim experience. He will be provided with 40 hours of PTO but will receive no benefits.
MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-111 entering into a contract with GovTempsUSA to hire Austin Edmondson as interim city manager. Voted unanimously. Motion carried.
- K. Resolution 2024-112 resolution authorizing execution of a recruitment agreement for the city manager position with GovHRUSA.
This resolution authorizes the execution of a recruitment agreement with GovHRUSA to find a candidate to fill the city manager position. Mark Peterson from GovHRUSA was in attendance to explain the executive recruitment process to council. He will collect executive applications and review them for the city to find a good candidate for this specialized job.

MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-112 resolution authorizing execution of recruitment agreement for the city manager position with GovHRUSA. Voted unanimously. Motion carried.

- B. Resolution 2024-107 Heritage Days donation of \$10,000 from the Hotel/Motel account. Chris Risler was in attendance to ask council for a donation to Heritage Days and answer any questions/concerns from council. Chris confirmed that the Heritage Days board consists of only her and Felicia Hughes. Council expressed business owners concerns of closing the streets too early, the decibel level of the bands and safety issues. Overall, council is in favor of Heritage Days and thinks it is a great event for Farmer City.

MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-107 Heritage Days donation of \$10,000 from the Hotel/Motel account. Voted unanimously. Motion carried.

- C. Approval of request from Acrostar Productions to close a section of street in downtown Farmer City on September 8, 2024.

Acrostar Productions will be returning September 8th in order to film the “Return of the Corn Zombies” and is requesting for a portion of Green St and Main St to be closed. Letters to affected businesses will be sent to inform them of dates and times.

MOTION by McKinley, seconded by Friedrich, to approve the request from Acrostar Productions to close a section of street in downtown Farmer City. Voted unanimously. Motion carried.

- D. Ordinance 1125 an ordinance amending Chapter 52: Electric System.

This ordinance will clean up outdated language in the electrical chapter of the code book. It primarily removes talk of summer rates and mercury vapor language. The residential base rate will increase from \$15 per month to \$16.

MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1125 an ordinance amending Chapter 52: Electric System. Voted unanimously. Motion carried.

- E. Ordinance 1126 amending the FY25 Budget

There has been a lot of carryover from last fiscal year on projects such as the new pool pump and dog park. This will clean up the current budget before McLaughlin’s final day.

MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1126 amending the FY25 Budget. Voted unanimously. Motion carried.

- F. Approval of hiring Fehr Graham for I74 extension project.

When searching for engineering firms, Fehr Graham scored the highest with experience, knowledge and electrical aptitude over the other applicants. Fehr Graham will be using Gonzales for the electric portion. Future I74 plans may over-extend the planned electric service so there will also be scoping done for an additional line in anticipation of future growth. There is a short timeline with Tabeing to get utilities in the ground.

MOTION by McKinley, seconded by Friedrich, to approve hiring Fehr Graham for I74 extension project. Voted unanimously. Motion carried.

- G. Resolution 2024-108 approve a TIF grant to Farmer City Masonic Lodge #710 for the amount of \$1036.79 in order to purchase a chair lift.

Council approved 30% of the lowest bid provided for a chair lift to make the Masonic Lodge ADA accessible.

MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-108 approve a TIF grant to Farmer City Masonic Lodge #710 for the amount of \$1036.79 in order to purchase a chair lift.

Voted unanimously. Motion carried.

- H. Resolution 2024-109 approve a TIF grant to Mike and David Enger for the amount of \$ 3600.00 in order to demolish 209 N Main St.

The Enger’s plan to tear this structure down and leave it a vacant lot. Council has approved 30% of the lowest bid provided.

MOTION by McKinley, seconded by Friedrich, to approve Resolution 2024-109 approve a TIF grant to Mike and David Enger for the amount of \$ 3600.00 in order to demolish 209 N Main St. Voted unanimously. Motion carried.

CITY MANAGER REPORT

City Manager McLaughlin informed council that Fehr Graham is having a structural engineer come out to access the pool. They will be working with both Leander and/or Spear to fix the leak issue. There will be possible litigation depending on the recommendation. Spear will winterize the pool on August 21st. The dog park is open. The valve on the water fountain has been getting stuck. Please let us know if it is stuck on.

NON-AGENDA ITEMS AND OTHER BUSINESS

Councilman McKinley thank City Manager McLaughlin for her 7 years of service to the city. Ms. McLaughlin offered a thank you to council and staff for working well together for the good of Farmer City.

ADJOURNMENT

MOTION by McKinley, seconded by Friedrich, to adjourn the meeting. Voted unanimously. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
JAMISON BRANDT	60.00	POOL PASS REFUND 2024	DSB
ENGER BROTHERS INC.	200.00	CITY HALL AC REPAIRS- 7-24	DSB
U.S. BANK	87.21	U.S. BANK	DSB
EVANS FROELICH BETH AND	240.00	PARK LAND DONATION	DSB
EVANS FROELICH BETH AND	300.00	POOL	DSB
EVANS FROELICH BETH AND	800.00	ZONING ISSUE	DSB
AMUNDSEN DAVIS LLC	109.50	LABOR REPRESENTATION	DSB
MIDWEST MAILING & SHIPPING	561.00	RENTAL-FOLDER INSERTER- QTRLY	DSB
WATTS COPY SYSTEMS INC	225.08	MONTHLY COPIER FEES	DSB
U.S. BANK	39.88	U.S. BANK	DSB
U.S. BANK	1,722.00	U.S. BANK	DSB
COOPER, BILLIE	300.00	MONTHLY SERVICES	DSB
T-MOBILE	33.82	MONTHLY PHONE/INTERNET	DSB
U.S. BANK	30.45	U.S. BANK	DSB
QUADIANT FINANCE USA INC.	200.00	POSTAGE AUGUST 24	DSB
PETTY CASH	1.63	ADMIN- POSTAGE	DSB
PAVLOV MEDIA	198.34	MONTHLY PHONE & INTERNET	DSB
U.S. BANK	275.00	U.S. BANK	DSB
U.S. BANK	289.86	U.S. BANK	DSB
U.S. BANK	71.48	U.S. BANK	DSB
U.S. BANK	39.14	U.S. BANK	DSB
U.S. BANK	375.00	U.S. BANK	DSB
U.S. BANK	3,630.15	U.S. BANK	DSB
PETTY CASH	61.64	MEETING TRAVEL 4-11-24	DSB
CITY OF FARMER CITY	489.75	JULY 24 UTILITY BILLING	DSB
NICOR GAS	49.02	MONTHLY GAS	DSB
NICOR GAS	44.08	MONTHLY GAS	DSB
T-MOBILE	30.80	MONTHLY SERVICE	DSB
PROGRESSIVE CHEMICAL & LI	40.94	DYNA BRIGHT 8-24	DSB
FUTURA	33.00	RECEIPTS	DSB
MIDWEST MAILING & SHIPPING	109.05	SECURITY SEAL	DSB
U.S. BANK	7.43	U.S. BANK	DSB
U.S. BANK	4.00	U.S. BANK	DSB
U.S. BANK	7.43	U.S. BANK	DSB
U.S. BANK	140.88	U.S. BANK	DSB
U.S. BANK	7.43	U.S. BANK	DSB
HINCKLEY SPRINGS	52.09	SUPPLIES	DSB
U.S. BANK	31.08	U.S. BANK	DSB
U.S. BANK	119.44	U.S. BANK	DSB
PETTY CASH	1.75	REFUND- ICE	DSB
WILLIAMS, JENNY	375.00	CATERED LUNCH 8-12-24	DSB
EVANS FROELICH BETH AND	400.00	CITY COUNCIL MEETING	DSB
U.S. BANK	19.89	U.S. BANK	DSB
U.S. BANK	975.00	U.S. BANK	DSB
U.S. BANK	24.99	U.S. BANK	DSB
WALKER TIRE & EXHAUST	20.50	TIRE REPAIR DURANGO	DSB
WALKER TIRE & EXHAUST	1,474.00	TIRES- POLICE	DSB
CLASPIILL AUTOMOTIVE SALES	618.72	DODGE DURANGO OIL CHANGE & REPAIR	DSB
EVANS FROELICH BETH AND	200.00	FOIA REQUEST	DSB
EVANS FROELICH BETH AND	600.00	S. DEMOLITION	DSB
EVANS FROELICH BETH AND	750.00	S. DEMOLITION PUBLISHING FEE	DSB
U.S. BANK	19.89	U.S. BANK	DSB
U.S. BANK	154.43	U.S. BANK	DSB
VERIZON	160.60	MONTHLY TELEPHONE	DSB
PAVLOV MEDIA	183.48	MONTHLY PHONE & INTERNET	DSB
ILEAS	60.00	ANNUAL ILEAS DUES	DSB
U.S. BANK	40.00	U.S. BANK	DSB

Vendor Name	Net Invoice Amount	Description	Created by
U.S. BANK	130.94	U.S. BANK	DSB
U.S. BANK	64.97	U.S. BANK	DSB
U.S. BANK	40.73	U.S. BANK	DSB
MCCLAIN, JOSHUA	100.00	FIREARM COURSE- 8-24	DSB
DUPREE, MELISSA	12.00	RESOURCE OFFICER TRAVEL	DSB
CITY OF FARMER CITY	224.14	JULY 24 UTILITY BILLING	DSB
U.S. BANK	1,515.51	U.S. BANK	DSB
U.S. BANK	206.61	U.S. BANK	DSB
U.S. BANK	120.12	U.S. BANK	DSB
FUTURA	33.00	RECEIPTS	DSB
EVERGREEN FS INC	1,394.34	POLICE FUEL	DSB
CORNEGLIO AG	14.99	BREAKER- GUN RANGE	DSB
U.S. BANK	89.99	U.S. BANK	DSB
U.S. BANK	1,629.98	U.S. BANK	DSB
SIMPSON, BRETT	3,870.00	RAM TRUCK EQUIPMENT INSTALL	DSB
NAPA AUTO PARTS	11.99	STREETS VEHICLE PARTS	DSB
NAPA AUTO PARTS	54.52	VEHICLE PARTS	DSB
WALKER TIRE & EXHAUST	31.00	TIRE REPAIR- STREETS	DSB
RUSH TRUCK CENTER- CHAMP	337.65	VAC TRUCK REPAIRS	DSB
LEROY TRUE VALUE HARDWAR	27.96	MORTAR MIX	DSB
MAURER-STUTZ	580.00	MAINTENANCE BLDG RECON	DSB
FAMILY TREE SERVICE	2,300.00	CUT DOWN, REMOVE & CLEAN UP 503 N MAIN- 8-10-24	DSB
U.S. BANK	19.89	U.S. BANK	DSB
T-MOBILE	33.83	MONTHLY PHONE/INTERNET	DSB
PAVLOV MEDIA	836.13	STREETS PHONE/INTERNET INSTALL	DSB
PAVLOV MEDIA	79.75	STREETS PHONE/INTERNET AUG 24	DSB
PAVLOV MEDIA	37.33	MONTHLY PHONE/INTERNET JULY 24	DSB
PAVLOV MEDIA	82.75	MONTHLY PHONE & INTERNET	DSB
CITY OF FARMER CITY	286.92	JULY 24 UTILITY BILLING	DSB
U.S. BANK	468.95	U.S. BANK	DSB
U.S. BANK	776.49	U.S. BANK	DSB
MENARDS - CHAMPAIGN	229.94	STREETS SUPPLIES	DSB
PROGRESSIVE CHEMICAL & LI	220.96	STREET SUPPLIES	DSB
FUTURA	33.00	RECEIPTS	DSB
CORNEGLIO AG	48.69	STREETS SUPPLIES	DSB
CORNEGLIO AG	81.21	STREETS SUPPLIES	DSB
U.S. BANK	28.84	U.S. BANK	DSB
U.S. BANK	70.00	U.S. BANK	DSB
U.S. BANK	83.43	U.S. BANK	DSB
PETTY CASH	10.61	STREETS- WATER	DSB
LEROY TRUE VALUE HARDWAR	81.44	STREETS SUPPLIES	DSB
EVERGREEN FS INC	327.57	STREETS FUEL	DSB
U.S. BANK	1,330.04	U.S. BANK	DSB
U.S. BANK	210.59	U.S. BANK	DSB
CENTRAL ILLINOIS AG	123.91	OIL & FILTERS- PARKS	DSB
WALKER TIRE & EXHAUST	36.00	TIRE REPAIR- PARKS	DSB
ILLINI CONTRACTORS SUPPLY	135.27	VEHICLE MAINT- PARKS	DSB
HEARTLAND AG INC	69.75	41 EXTRA 5 GALLONS	DSB
U.S. BANK	34.99	U.S. BANK	DSB
ILLINI CONTRACTORS SUPPLY	249.00	STRING TRIMMER	DSB
U.S. BANK	19.89	U.S. BANK	DSB
T-MOBILE	33.83	MONTHLY PHONE/INTERNET	DSB
U.S. BANK	24.00	U.S. BANK	DSB
CITY OF FARMER CITY	640.85	JULY 24 UTILITY BILLING	DSB
U.S. BANK	56.46	U.S. BANK	DSB
ACCULEVEL - INDIANA	6,382.52	SOUTH PARK- BALANCE FINAL PAYMENT	DSB
IMCO UTILITY SUPPLY CO	385.00	DOG PARK HYDRANT	DSB
MENARDS - CHAMPAIGN	247.10	PARKS EQUIPMENT	DSB

Vendor Name	Net Invoice Amount	Description	Created by
CORNEGLIO AG	65.93	DOG PARK PARTS/SUPPLIES	DSB
WINDLE CONCRETE	3,300.00	DOG PARK SOD	DSB
ILLINI CONTRACTORS SUPPLY	195.40	PARKS SUPPLIES	DSB
MENARDS - CHAMPAIGN	14.99	PARKS SUPPLIES	DSB
PROGRESSIVE CHEMICAL & LI	40.94	DYNA BRIGHT 8-24	DSB
CORNEGLIO AG	46.59	SUPPLIES- PARKS	DSB
U.S. BANK	19.46	U.S. BANK	DSB
U.S. BANK	79.96	U.S. BANK	DSB
U.S. BANK	190.43	U.S. BANK	DSB
EVERGREEN FS INC	588.46	PARKS FUEL	DSB
SPEAR CORPORATION	2,535.07	WINTERIZE POOL	DSB
U.S. BANK	178.00	U.S. BANK	DSB
U.S. BANK	19.89	U.S. BANK	DSB
U.S. BANK	8.95	U.S. BANK	DSB
PAVLOV MEDIA	37.83	MONTHLY PHONE & INTERNET	DSB
CITY OF FARMER CITY	1,337.73	JULY 24 UTILITY BILLING	DSB
U.S. BANK	31.99	U.S. BANK	DSB
FUTURA	33.00	RECEIPTS	DSB
U.S. BANK	89.29	U.S. BANK	DSB
U.S. BANK	104.69	U.S. BANK	DSB
U.S. BANK	13.95	U.S. BANK	DSB
U.S. BANK	84.56	U.S. BANK	DSB
U.S. BANK	60.16	U.S. BANK	DSB
Total 100:	50,116.91		
110			
MCK CPA & ADVISORS	5,000.00	AUDIT PROGRESS BILLING #2	DSB
Total 110:	5,000.00		
120			
CITY OF FARMER CITY	30.74	JULY 24 UTILITY BILLING	DSB
Total 120:	30.74		
240			
KIRBY BUILT LLC	1,893.12	WEEDMAN PARK TRASH BINS	DSB
KIRBY BUILT LLC	98.82	WEEDMAN PARK TRASH BIN LIDS	DSB
Total 240:	1,991.94		
270			
TRIMBLE PLUMBING SEPTIC-P	250.00	RENTAL OF PORTA POTTIE- 8-24	DSB
Total 270:	250.00		
280			
MENARDS - CHAMPAIGN	188.72	DECORATIONS PARKS	DSB
PRAIRIE ENGINEERS P.C.	6,420.00	SIDEWALK IMPROVEMENTS- AUG 24	DSB
U.S. BANK	1,416.60	U.S. BANK	DSB
SAQ CONSULTING INC.	2,000.00	AUGUST 24 SERVICES	DSB
Total 280:	10,025.32		
290			
FARMER CITY HERITAGE DAYS	10,000.00	HERITAGE DAYS	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 290:	10,000.00		
490			
GFL ENVIRONMENTAL	12,624.80	MONTHLY COLLECTION FEES- AUG 24	DSB
Total 490:	12,624.80		
510			
METER DEPOSIT REFUND	130.19	METER DEPOSIT REFUND- R. SISSON	DSB
ILLINI CONTRACTORS SUPPLY	189.00	M12 WATER PUMP	DSB
WATER SOLUTIONS UNLIMITED	466.80	HYDRO EJECTOR UNIT	DSB
U.S. BANK	19.89	U.S. BANK	DSB
T-MOBILE	33.82	MONTHLY INTERNET/PHONE	DSB
U.S. BANK	11.27	U.S. BANK	DSB
FRONTIER	181.61	MONTHLY INTERNET	DSB
PAVLOV MEDIA	37.83	MONTHLY PHONE & INTERNET	DSB
CITY OF FARMER CITY	1,184.26	JULY 24 UTILITY BILLING	DSB
RUSH TRUCK CENTER- CHAMP	337.66	VAC TRUCK REPAIRS	DSB
ILLINI CONTRACTORS SUPPLY	364.00	WATER TOOLS	DSB
MENARDS - CHAMPAIGN	75.32	VICE & TAPE	DSB
IMCO UTILITY SUPPLY CO	1,581.50	RESTOCK SUPPLIES	DSB
USA BLUEBOOK	109.69	HYDRANT VALVE	DSB
FUTURA	33.00	RECEIPTS	DSB
CORNEGLIO AG	5.19	COUPLING SUPPLIES	DSB
CORNEGLIO AG	44.36	WATER SUPPLIES	DSB
CORNEGLIO AG	8.69	CARB CLEANER	DSB
U.S. BANK	7.99	U.S. BANK	DSB
EVERGREEN FS INC	171.03	WATER FUEL	DSB
CORE & MAIN LP	3,500.00	HYDRANTS	DSB
MAURER-STUTZ	236.25	MARKET STREET CONSTRUCTION	DSB
SPRINGFIELD ELECTRIC SUPP	393.83	WATER TOWER ITEMS	DSB
Total 510:	9,123.18		
520			
YEAGLE ELECTRIC INC	75.00	1/2 SERVICE CALL- WATER	DSB
RUSH TRUCK CENTER- CHAMP	337.66	VAC TRUCK REPAIRS	DSB
SCHOONOVER SEWER SERVIC	735.00	SEWER REPAIRS	DSB
U.S. BANK	19.89	U.S. BANK	DSB
T-MOBILE	33.83	MONTHLY INTERNET/PHONE	DSB
PAVLOV MEDIA	80.80	MONTHLY PHONE & INTERNET	DSB
U.S. BANK	1,200.00	U.S. BANK	DSB
CITY OF FARMER CITY	5,829.10	JULY 24 UTILITY BILLING	DSB
WATER SOLUTIONS UNLIMITED	380.00	CHEMICALS	DSB
WATER SOLUTIONS UNLIMITED	383.06	CHEMICALS	DSB
USA BLUEBOOK	202.07	FLOAT SWTCHES	DSB
HEARTLAND AG INC	103.13	CROSSBOW	DSB
CORNEGLIO AG	86.60	SEWER SUPPLIES	DSB
CORNEGLIO AG	12.76	SEWER SUPPLIES	DSB
U.S. BANK	10.50	U.S. BANK	DSB
U.S. BANK	28.99	U.S. BANK	DSB
U.S. BANK	106.24	U.S. BANK	DSB
EVERGREEN FS INC	292.78	SEWER FUEL	DSB
Total 520:	9,917.41		

Vendor Name	Net Invoice Amount	Description	Created by
530			
RUSH TRUCK CENTER- CHAMP	337.66	VAC TRUCK REPAIRS	DSB
U.S. BANK	830.45	U.S. BANK	DSB
EVANS FROEHLICH BETH AND	1,900.00	UTILITY/ELECTRIC ORDINANCE	DSB
BHMG ENGINEERS	874.01	EPA REPORTING	DSB
U.S. BANK	19.89	U.S. BANK	DSB
T-MOBILE	33.82	MONHTLY INTERNET/PHONE	DSB
U.S. POSTAL SERVICE	691.96	MONTHLY BILLS	DSB
U.S. BANK	22.52	U.S. BANK	DSB
PAVLOV MEDIA	178.07	MONTHLY PHONE & INTERNET	DSB
PETTY CASH	28.00	TRAVEL- ELECTRIC	DSB
CITY OF FARMER CITY	2,025.48	JULY 24 UTILITY BILLING	DSB
NICOR GAS	43.57	MONTHLY GAS	DSB
IMEA	129,582.34	ELEC GENERATION JULY 24	DSB
NICOR GAS	880.51	MONTHLY GAS	DSB
NICOR GAS	143.82	MONTHLY GAS	DSB
MENARDS - CHAMPAIGN	268.94	ELECTRIC SUPPLIES	DSB
PROGRESSIVE CHEMICAL & LI	40.94	DYNA BRIGHT 8-24	DSB
SAFETY-KLEEN CORPORATION	402.46	ELEC - SUPPLIES	DSB
FUTURA	33.00	RECEIPTS	DSB
CORNEGLIO AG	35.72	ELECTRIC SUPPLIES	DSB
ANIXTER INC	1,165.70	ELECTRIC SUPPLIES	DSB
ANIXTER INC	205.00	GRIP GUY	DSB
U.S. BANK	511.68	U.S. BANK	DSB
U.S. BANK	26.22	U.S. BANK	DSB
EVERGREEN FS INC	124.66	ELECTRIC FUEL	DSB
Total 530:	140,406.42		
Grand Totals:	249,486.72		



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 3, 2024

To: City Council

From: Austin Edmondson
Interim City Manager

RE: 226 S Main St

The attached is a request from Leslie Kemplin the owner of 116 E Jackson Street for TIF assistance to demolish and remove the building.

The applicant submitted 2 quotes: (1) Mike Brandt Concrete and Excavation for \$6,500; (2) Reynolds Excavating for \$6,700.

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 \$1,300 (20%) and \$1,950 (30%).

August 9, 2024

To Whom it May Concern:

I am requesting use of TIFF funds to assist with the demolition of the house at 718 N. Main St.

I have included with the application 2 bids as well as a bank statement indicating funds are available.

There are no taxes due and there was no reduction in the county real estate tax.

Sincerely,


Leslie "Jay" Kemplin

Evaluation criteria

For each criterion below, check the box if you believe it applies to your project and attach the required documentation to the application. The applicant must provide documentation supporting which criteria the project may meet.

Number of Criteria Met by Project	Grant % (of permanent improvements)
1	0%
2	5%
3	10%
4	15%
5-8	20%

Points	Criteria
	Unless otherwise noted, each criterion is worth one point.
	1. Infill development Does the project include new construction or a building expansion on vacant or underutilized land? Parking does not qualify. (two potential points for new construction)
	2. Building reuse (cannot be used with infill development criterion) Does the project result in the reuse of vacant or underutilized floor space and/or a new business to the area?
1	3. Facade improvements Are substantial improvements to the outside of an existing building a part of the project?
1	4. Site aesthetic improvements Are substantial aesthetic improvements to the site, including green space and buffering beyond those required by the zoning code, part of the project? (two points possible)
	5. Code improvements Are at least 25% of the eligible costs attributable to building and life safety code improvements?
2	6. Comprehensiveness of project (not new construction) Does the project substantially improve 75% or more of the existing building square footage?
1	7. Community needs The city determines that the service or products of the potential business will fulfill currently unmet needs of the residents of Farmer City.
	TOTAL CRITERIA MET <u>4</u>

JOB # _____

JOB <i>Demo - Jay Kempkin</i>	BID # _____
ADDRESS <i>North Main St. Farmer City, Il. 61842</i>	DATE <i>7-21-2024</i>
FIRM <i>Mike Brandt Concrete + Excavation</i>	PREPARED BY _____
ADDRESS <i>419 N. Center St. Farmer City, Il 61842</i>	APPROVED BY _____
TYPE OF WORK <i>Demolition + Clean-up</i>	PHONE _____

WORK INCLUDED	AMOUNT OF BID
<i> Demo house + load into dumpsters dig hole + bury foundation, level area to mow </i>	
<i>\$ 6500.00</i>	
TOTAL BID	<i>6500.00</i>

EXCLUSIONS AND QUALIFICATIONS

ACKNOWLEDGMENT OF ADDENDA	TAX	
DELIVERY	EXCLUDED	
	INCLUDED	
RECEIVED BY _____		

Bid #2

Reynolds Excavating
610 W. Clinton
Farmer City, IL 61842

Proposal

PROPOSAL NO.	DATE July 2024
BID NO.	ARCHITECT
PHONE NO.	DATE OF PLANS
WORK TO BE PERFORMED AT: 800 N MAIN ST.	

TO
- Jay Kempf
N. MAIN ST
Farmer City Ill

We hereby propose to furnish the materials and perform the labor necessary for the completion of House Demo

Area below for additional description and/or drawings:

4 - 30 YARD ROLLOFFS
TRACKHOE, LABOR to LOAD ROLLOFFS
Level Site \$6,700⁰⁰

EXTRA ROLLOFFS if needed
\$1,200⁰⁰ EACH

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____ Dollars (\$ _____) with payments to be made as follows.

ACCEPTANCE OF PROPOSAL The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____
Date _____ Signature _____

RESOLUTION 2024-113

RESOLUTION APPROVING A TIF 2 GRANT TO LESLIE KEMPLIN

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, Leslie Kemplin has requested reimbursement for the demolition of 116 E Jackson St, which is located within the TIF district and currently in a dangerous and dilapidated condition; and

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

WHEREAS, Leslie Kemplin has submitted two (2) quotes for the demolition – (1) Mike Brandt Concrete and Excavation for \$6,500 and (2) Reynolds Excavating for \$6,700

THEREFORE, the City Council hereby approves a 30% reimbursement for the demolition at 116 E Jackson St in the amount of \$1950.00

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 3rd DAY OF SEPTEMBER 2024

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

RESOLUTION NO 2024-114

**RESOLUTION COMMITTING CITY FUNDS FOR THE CONSTRUCTION OF
THE RT. 54 SIDEWALK AS PART OF AN ITEP GRANT**

WHEREAS, the City of Farmer City, hereinafter referred to as MUNICIPALITY, located in the County of Dewitt, Illinois, desires to participate in the construction of a multi-use trail along the south side of Rt. 54 between Main St and Summer Drive to enhance non-motorized travel opportunities along the corridor; and

WHEREAS, an Illinois Transportation Enhancement Program (ITEP) Grant will fund 80% of the preliminary engineering, design and construction for the project with 20% to be paid for with local funds;

WHEREAS, the City of Farmer City does hereby commit funds in the amount of \$250,000+/- to cover its share of the preliminary engineer, design and construction expenses;

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

FIRST: the findings made in the prefatory portion of this Resolution are hereby adopted

SECOND: the Municipality does hereby commit the approximate amount of \$250,000 plus any additional amounts as may be required for the Municipality's share of the project costs.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 3rd DAY OF SEPTEMBER, 2024. .

AYES: NAYS: ABSTAIN: ABSENT:___

ATTEST:

Scott Testory, Mayor

Angie Wanserski, City Clerk



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 3, 2024

To: City Council

From: Austin Edmondson
Interim City Manager

RE: Engineering for Safe Route to Schools Program

Attached is a scope of service from Maurer – Stutz Engineers to design engineer and apply for the Safe Route to School program.

The City was awarded a \$250,000 grant to complete this project. This will allow the engineers to complete the Phase I study this fiscal year and Phase II in FY 25.

Staff recommends approval.



STANDARD SHORT FORM PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

Client Name and Address: City of Farmer City
105 S. Main Street
Farmer City, IL 61842

Client Contact Information: Sue McLaughlin

Project Name and Location: 2023 Safe Routes to School Sidewalk Improvements
Allen Street from John Street to Main Street
Plum Street from Allen Street to Richardson Street

Effective Agreement Date: July 23, 2024

Client hereby authorizes Maurer-Stutz, Inc. (MSI, Engineer) to provide Professional Services in connection with the above referenced Project. Client's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Complete the Phase I planning including completion of a project development report per the attached tasks and design hours for the Safe Routes to School Sidewalk Improvements along Allen Street from John Street to Main Street and along Plum Street from Allen Street to Richardson Street.

Maurer-Stutz, Inc. proposes to provide professional services on the Project based on the following Fee Method:

Estimated Fee: \$53,000

This Proposal is subject to and governed by the General Terms and Conditions that are attached to hereby made a part of this agreement.

Table with 2 columns and 4 rows, likely for signature and date.

GENERAL TERMS AND CONDITIONS

TERMS OF PAYMENT: MSI will submit Invoices for work which has been completed and reimbursable expenses incurred. If any invoice is not paid within 30 days of invoice date, late payment charges of 1.5% per month, or fraction of a month, or the highest lawful interest rate of the state in which the CLIENT's office is located, will be due. Fees are not contingent on CLIENT receipt of funds. If invoices under this Agreement, or any other agreement with CLIENT, are not timely paid, MSI may, after giving seven day's written notice to CLIENT, suspend services under this Agreement.

FEE METHODS: CLIENT shall pay MSI on the basis of one of the following methods. The method to be used is stated on the front page of this Agreement.

1. **LUMP SUM:** When the Lump Sum method is utilized, the total amount billed shall include all Direct Payroll Expense costs, overhead business costs, profit, Reimbursable Expenses, and Subconsultant Expenses incurred by MSI. The Lump sum shall be a fixed amount unless a change of scope in the Scope of Services occurs. If a change of the Scope of Services occurs, such change shall be considered additional services and billed at MSI's current Hourly Rates. Monthly invoice statements will be submitted based on an estimated percent of completion of the services.
2. **ESTIMATED FEE:**
 - a. **HOURLY RATE:** When the Hourly Rate method is utilized, the hourly rate shall include all Direct Payroll Expense, overhead business costs, and profit due MSI for the services. Hourly Rates are established for technical classifications of individuals. If Hourly Rates are not listed in the Agreement, they shall be the rates currently in use by MSI for the type of work being done.
 - b. **MULTIPLIER:** When the Multiplier method is utilized, the hourly rate billed per individual expending time on the Project shall include that individual's Direct Payroll Expense (DPE) times a multiplier to cover overhead business costs plus profit. Direct Payroll Expense is defined as the total amount of an individual's labor cost, including basic wages and the mandatory and customary employee benefits, such as insurance, sick leave, holidays, vacations and others.

ESTIMATES OF FEES, BASED ON DPE OR AT HOURLY RATE: MSI's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to MSI under the Agreement. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to MSI that the total compensation amount thus estimated will be exceeded, MSI shall give CLIENT written notice thereof, allowing CLIENT to consider its options, including suspension or termination of MSI's services for CLIENT's convenience. Upon notice, CLIENT and MSI shall promptly review the matter of services remaining to be performed and compensation for such services. CLIENT shall either exercise its right to suspend or terminate MSI's services for CLIENT's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by MSI, so that total compensation for such services will not exceed said estimated amount when such services are completed. If CLIENT decides not to suspend the MSI's services during the negotiations and MSI exceeds the estimated amount before CLIENT and MSI have agreed to an increase in the compensation due MSI or a reduction in the remaining services, then MSI shall be paid for all services rendered hereunder.

REIMBURSABLES: Reimbursable Expenses and Subconsultant Expenses incurred by MSI for the services shall be billed in addition to the hourly rate charges at an amount equal to actual cost plus 10 per cent. Reimbursable Expense is defined as the actual non-labor expenditure incurred on the project, and may include travel, printing, telephones, mailing, specialized equipment tests or others. Subconsultant Expense is defined as the actual expenditure for other firms in providing specialized studies, sub-surface explorations, or other services required on the Project.

In the event that collection proceedings are required to collect unpaid bills for MSI's services and expenses, CLIENT shall be responsible for all unpaid bills, due interest, and all costs incurred in the collection proceedings, including but not limited to attorney's fees, costs, travel, and employee wages, overhead and expenses at the rate specified in this Agreement, or at MSI's current hourly rate if no rate is specified.

CONSTRUCTION PHASE SERVICES: If, as a part of this Agreement, MSI is providing periodic construction observation, MSI shall make visits to the construction site to observe the progress and quality of the contractor's(s) work to determine in general if such work is proceeding in accordance with the construction documents. MSI shall not be required to make exhaustive or continuous on-site inspections to check quality or quantity of such work. MSI shall not be responsible for the means, methods, techniques, sequences or procedures of construction or for the safety precautions and programs incident to the work of the contractor. MSI does not warrant or guarantee contractor's(s) work, and shall not be responsible for the failure of contractors to perform the work in accordance with the construction documents. With respect to the Standard of Care applicable to construction observation services, note the following:

- A. MSI shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall MSI have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- B. MSI neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- C. MSI shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.
- D. MSI shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except MSI's own employees and its Consultants) at a Site or otherwise furnishing or performing any of a contractor's work, or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification of the Contract Documents other than those made by MSI.
- E. While at a Site, MSI's employees and representatives shall comply with the specific applicable requirements of contractor's and CLIENT's safety programs of which MSI has been informed in writing.

CHANGES IN THE SCOPE CHARACTER OR CONTENT OF THE PROJECT: Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by MSI or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond MSI's control will require a modification to the Agreement. Any changes, modifications or alterations to the Project's scope impacting cost or schedule will require that MSI and CLIENT mutually agree in writing to such changes or modifications to the Scope prior to undertaking them. Price modifications due to changes in Scope in this Proposal will be calculated by multiplying the rates given in MSI's latest hourly rate schedule times the number of hours worked.

OPINIONS OF PROBABLE COST: MSI's Opinions of Probable Construction Cost are to be made on the basis of MSI's experience and qualifications and represent MSI's best judgment as an experienced and qualified professional familiar with the construction industry. However, because MSI has no control over the cost of labor, materials, equipment, or services furnished by Others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, MSI cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by MSI. If CLIENT requires greater assurance as to probable Construction Cost, CLIENT must employ an independent cost estimator.

INSPECTIONS: Unless otherwise provided for in this Agreement, any inspections of existing sites, structures, mechanical and electrical systems or other physical features of the Project are visual inspections only. Tests or extensive calculations are not performed unless specifically requested. CLIENT acknowledges that latent defects may be present and agrees to indemnify and hold harmless MSI and its employees against all claims, damages and losses including attorney's fees resulting from such latent defects. Inspections only cover the specific items listed in the Scope of Services of this Agreement. CLIENT acknowledges that the results of the inspection are meant for CLIENT use only. CLIENT agrees to indemnify and hold harmless MSI and its employees against all claims, damages and losses resulting from a third party's use of the results of the inspection.

NOTIFICATIONS: CLIENT represents and warrants that CLIENT has notified MSI of any known or suspected presence of hazardous materials or pollutants at the Project Site. Unless the Scope of Services includes investigation for hazardous or pollutant materials, MSI's extent of responsibility shall be to notify CLIENT if the presence of hazardous materials or pollutants on the Project Site becomes known by MSI.

ACCESS TO SITE: Unless otherwise stated, MSI will have access to the site for activities necessary for the performance of the Scope of Services. MSI will take reasonable precautions to minimize damage to property during these activities, but has not included the cost of repairing or restoring any resulting damage in the Fee, and will not be responsible for the cost of such.

CERTIFICATIONS, GUARANTEES, OR WARRANTIES: MSI shall not be required to sign any documents, no matter by whom requested, that would result in MSI having to certify, guarantee, or warrant the existence of conditions whose existence MSI cannot ascertain. CLIENT agrees not to make resolution of any dispute with MSI or payment of any amount due to MSI in any way contingent upon MSI signing any such documents.

STANDARD OF CARE: Services performed by MSI under this Agreement will be conducted in a manner of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is intended or included in this Agreement, or in any report, opinion, document, or otherwise.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: MSI shall be responsible only for those Construction Phase services expressly required of MSI in the Scope of Work. With the exception of such expressly required services, MSI shall have no design, Shop Drawing review, or other obligations during construction and CLIENT assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. CLIENT waives all claims against MSI that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of MSI in the scope of work.

LIMITATION OF LIABILITY: *MSI's Liability Limited to Amount of MSI's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of MSI and MSI's officers, directors, members, partners, agents, employees, and Consultants, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of MSI or MSI's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by MSI under this Agreement.

MUTUAL INDEMNIFICATION: Subject to the provisions set forth herein, MSI and CLIENT hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, employees, agents (and each of their successors and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses, including reasonable attorneys' fees, arising or allegedly arising from personal injury, death, property damage, including loss of use thereof, due in any manner to the negligence of either of them, their agents, or employees. In the event both of them are at fault, then the liability shall be apportioned between them pursuant to their pro-rata share of negligence or fault. MSI and CLIENT further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. These indemnities shall not terminate upon termination or expiration of this Agreement.

OWNERSHIP OF DOCUMENTS: All documents produced by MSI under this Agreement shall remain the property of MSI and shall not be used by the CLIENT for any other purpose without the permission of MSI.

REUSE OF DOCUMENTS: All documents, including drawings and specifications, furnished by MSI pursuant to this Agreement are Instruments of his Services in respect of the Project. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without specific written verification or adaptation by MSI will be at CLIENT's sole risk and without liability or legal exposure to MSI. CLIENT shall indemnify and hold harmless MSI from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom.

TERMINATION OF SERVICES: This Agreement may be terminated by the CLIENT or MSI should the other fail to perform its obligations hereunder. In the event of termination, all reimbursable expenses and all Scope of Services rendered to date shall be paid by the CLIENT to MSI.

DELAY OF SERVICES: If a delay of services beyond the schedule agreed upon occurs for any reason other than for MSI's fault, it is understood and agreed to that such may result in additional fees, which shall be paid by CLIENT to MSI. If additional fees will be necessary, MSI will notify CLIENT prior to providing such services.

DISPUTE RESOLUTION: CLIENT and MSI agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

APPLICABLE LAWS: Unless otherwise specified, this Agreement shall be governed by the laws of the State of Illinois.

COMPLETE AGREEMENT: This Agreement represents the entire understanding of the parties and may not be modified except in writing.

MISCELLANEOUS: If the CLIENT issues a Purchase Order of which this Agreement becomes part, the terms of this Agreement will take precedence in the event of a conflict of terms. This document shall be governed by the laws of the State of Illinois. In the event that any part of this document is held invalid by any court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

Accepted By:

CLIENT: _____

Sign: _____

Print: _____

Title: _____

Date: _____

Submitted By:

MAURER-STUTZ, INC.

Sign: Jeffrey D. Spiller

Print: Jeffrey D. Spiller, PE

Title: Assoc. Vice President

Date: 07/23/2024

DESIGN HOUR ESTIMATE - Phase I

ITEM	PE VIII PIC	PE VII PM	PE VI ENG.	PE IV ENG.	PLS VII PLS	SE VI S.E.	Eng III ENG	Eng II ENG	Design TECH VI	Design TECH V	1 Person Survey Crew	2 Person Survey Crew	Project Admin	TOTAL
Sidewalk Survey														\$ -
Topo & Control Survey (w/drivetime)					2							16		\$ 4,130.00
Office Base Map (ORD)							12							\$ 1,500.00
Records Research/Review					2					8				\$ 1,450.00
Recon Prep & Survey (Monuments & evidence)					2							8		\$ 2,250.00
TBC Data Transfers, QC checks, Exports										4				\$ 540.00
CADD Analysis/Det of ROW & PLS					8					4				\$ 2,020.00
Field Check								6						\$ 750.00
Utility Coordination									6					\$ 870.00
Environmental Coordination										2				\$ 290.00
ESR Screening				1					8					\$ 1,320.00
Prepare and Submit ESR									4					\$ 580.00
PESA Screening		2		50										\$ 8,420.00
PESA Report				2										\$ 820.00
EDR Database for Report														\$ -
Bi-Monthly Coordination Meeting														\$ -
Bi-Monthly Coordination Packet			2					6						\$ 1,130.00
Bi-Monthly Coordination Meeting		6						6						\$ 2,010.00
Project Development Report														\$ -
Sidewalk Design/Layout		2		6				20						\$ 3,880.00
Sidewalk Corridor Model								16						\$ 2,000.00
Typical Sections								8						\$ 1,320.00
Estimate of Cost									8					\$ 1,320.00
Plan/Profile Sheets								12						\$ 1,820.00
Draft Report		4		8				20	16					\$ 6,940.00
Public Meeting Exhibits								6	2					\$ 1,040.00
Public Meeting		4						4						\$ 1,340.00
Draft Report Submittal				1				6						\$ 910.00
Final PDR Submittal														\$ -
Report Revisions per Comments				4				12						\$ 2,140.00
Submission to IDOT D5		1						6						\$ 960.00
Coordination with City		4						2						\$ 1,090.00
ESTIMATED FEE:														\$ 52,840.00

**DECLARATION OF OFFICIAL INTENT
TO REIMBURSE EXPENDITURES**

WHEREAS, the City of Farmer City, DeWitt County, Illinois (the “City”), is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as amended (the “Municipal Code”); and

WHEREAS, the City intends to finance certain capital expenditures in and for the City (the “Project”); and

WHEREAS, the City reasonably expects to advance its own funds to pay certain costs of the Project and subsequently reimburse these advances with proceeds of debt to be incurred by the City; and

WHEREAS, the City expects to issue debt in one or more series not expected to exceed \$3,000,000 in aggregate principal amount, plus costs of issuance, for purposes of financing, refinancing, or reimbursing costs of the Project;

NOW, THEREFORE, BE IT RESOLVED that the City declares its official intent to construct, renovate, equip, rehabilitate and/or improve the Project; to reimburse certain costs of constructing, renovating, equipping, rehabilitating and/or improving the Project with proceeds of debt to be incurred by the City; and to issue debt in one or more series not expected to exceed \$3,000,000 in aggregate principal amount, plus costs of issuance, for purposes of financing, refinancing, or reimbursing costs of the Project.

NOW, THEREFORE, BE IT RESOLVED that the City intends this resolution to satisfy the requirements of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the “Code”), and specifically Treasury Reg. §1.150-2(d), regarding the declaration by the City of its official intent to issue its bonds for the purpose of reimbursing original expenditures (as that term is defined in Treasury Reg. §1.150-2(c)) incurred with respect to the Project within 60 days preceding the adoption of this resolution.

Upon motion by Council Member _____, seconded by Council Member _____, passed by the Mayor and City Council of the City of Farmer City, Illinois this 3rd day of September 2024, by roll call vote, as follows:

Voting “aye” (names): _____
Voting “nay” (names): _____
Abstained (names): _____
Absent (names): _____

PASSED this 3rd day of September 2024.

Angie Wanserski, City Clerk

APPROVED this 3rd day of September 2024.

Scott Testory, Mayor

STATE OF ILLINOIS)
COUNTY OF DEWITT) SS
CITY OF FARMER CITY)

CERTIFICATION OF RESOLUTION

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Clerk of the City of Farmer City, DeWitt County, Illinois (the “**Municipality**”), and as such official I am the keeper of the records and files of the Municipality and of the Mayor and City Council (the “**Corporate Authorities**”).

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 3rd of September 2024, insofar as same relates to the adoption of Resolution No. 115, entitled:

**DECLARATION OF OFFICIAL INTENT
TO REIMBURSE EXPENDITURES**

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

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Resolution were taken openly, that the vote on the adoption of such Resolution was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that the agenda for the meeting was duly posted at the City Hall and so that each page of the agenda was continuously visible for public review and inspection in a City Hall window 24/7 at least 48 hours prior to the meeting, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Farmer City, Illinois, this 3rd day of September 2024.

(SEAL)

Angie Wanserski, City Clerk



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 3, 2024

To: City Council

From: Austin Edmondson
Interim City Manager

RE: Extension of Waste Collection Agreement

The agreement you have with Green For Life (GFL), formerly Area Disposal Service, Inc. allows for two option years that would extend the agreement to April 30, 2027, at the costs indicated in Section 3.1 of said agreement. It is recommended that you exercise those two option years to ensure continuity of collection service at a reasonable cost.

The other option you have is to allow the agreement to lapse in 2025 and rebid the service. This creates the risk of high costs for the residents with a contractor of unknown service quality.

Staff recommends approval of option year 1 and option year 2 with GFL.

FIRST AMENDMENT
TO WASTE COLLECTION AGREEMENT

THIS FIRST AMENDMENT TO WASTE COLLECTION AGREEMENT, (this "First Amendment") is made as of the 1st day of May, 2018, but actually executed by each of the parties on the dates set forth below, by and between the City of Farmer City, Illinois, an Illinois municipal corporation (the "City"), and Area Disposal Service, Inc., an Illinois corporation (the "Contractor"), with respect to that certain Waste Collection Agreement dated as of December 1, 2017 (the "Agreement"), by and between the City and the Contractor. Except as otherwise specifically defined elsewhere herein, all capitalized words, terms and phrases as used in this First Amendment shall have the same meanings as respectively ascribed to them in the Agreement.

RECITALS:

The City and Contractor each acknowledge that a material mistake of fact was made with respect to the number of Single-Family Dwellings to be serviced by the Contractor and paid for by the City under the Agreement and that the parties now wish to supplement and amend the Agreement by this First Amendment in order to revise the undertakings and agreements of the parties to account for such material mistake of fact.

NOW, THEREFORE, in consideration of the undertakings and agreements by the City and the Contractor as parties to the Agreement, including those as contained in this First Amendment to the Agreement, the City and the Contractor do mutually covenant and agree to supplement and amend the Agreement to provide as follows:

Section 1. Number of Single-Family Dwelling. In Section 3.2 of the Agreement, the City represented that the number of Single-Family Dwellings was 1,131, but the actual number has now been determined to be 797, as adjusted. The parties mutually acknowledge and agree that the Contractor's total compensation under the Agreement was predicated on the expected number of Single-Family Dwellings.

Section 2. Adjustments to Certain Obligations. In consideration of the reduced number of Single-Family Dwellings as set forth in Section 1 above, the following adjustments to the Agreement are hereby made:

a. Section 2.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

2.1 Contractor shall provide once per week collection and disposal of Residential Waste from all Single-Family Dwellings in the City at the curb only on designated days determined by the City Council of Farmer City, provided, however, the Contractor shall collect Residential Waste at the alley off of Main Street only as to the Single-Family Dwellings located on Main Street. Each Single-Family

Dwelling shall be provided with a 35, 65, or 95 gallon tote cart, free of charge, by Contractor, as selected by the residents. Each Single-Family Dwelling shall be limited to what fits in the cart for weekly service, except for the two weeks following Christmas. Should a resident not return a tote after cancelling service, the resident shall be charged seventy-five (\$75.00) dollars for each non-returned tote.

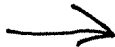
b. Section 2.7 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

2.7 No Residential Waste, Recyclable Materials and Landscape Waste pickups shall be collected prior to 6:00 a.m. or no later than 6:00 p.m. Central Time. Notice of expected delays due to inclement weather or heavy volumes shall be reported to the office of the City Manager in a timely manner prior to the anticipated delay. In those cases all efforts will be made to complete the routes within a reasonable amount of time on the same collection day.

c. Section 2.17 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

2.17 Contractor will provide for a city-wide curbside cleanup one time per year on dates agreed upon by the City and Contractor. Volume at each household shall be 6 cubic yards of material.

d. Section 3.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:



3.1 Effective May 1, 2018, Contractor shall bill the City for the collection, disposal and processing of Residential Waste on a monthly basis at the rates per month set forth below:

5/1/18-4/30/19	\$14.75 p/month	\$13.27 seniors/disabled
5/1/19-4/30/20	\$15.05 p/month	\$13.54 seniors/disabled
5/1/20-4/30/21	\$15.35 p/month	\$13.81 seniors/disabled
5/1/21-4/30/22	\$15.73 p/month	\$14.08 seniors/disabled
5/1/22-4/30/23	\$16.10 p/month	\$14.37 seniors/disabled
5/1/23-4/30/24	\$16.35 p/month	\$14.66 seniors/disabled
5/1/24-4/30/25	\$16.70 p/month	\$14.96 seniors/disabled
5/1/25-4/30/26	\$17.03 p/month	\$15.26 seniors/disabled
(Option Year 1)		
5/1/26-4/30/27	\$17.37 p/month	\$15.57 seniors/disabled
(Option Year 2)		

To be eligible for a senior/disabled rate the owner/occupied resident of a Single-Family Dwelling must be age sixty-five or older and/or disabled. At the discretion of the City, a resident of a Single-Family Dwelling may elect to suspend Residential Waste collection service one time annually for a minimum period of thirty (30) days and a maximum period of ninety (90) days.

e. Section 3.2 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

3.2 As of May 1, 2018, the number of Single-Family Dwellings is 797. The number of Single-Family Dwellings can increase or decrease each month based upon agreement of the parties. When service starts on or before the 15th of each month, the total monthly charge shall be due. When service starts after the 15th of each month, no charges shall be payable until the following month. When service is discontinued on or before the 15th of each month, the total monthly charge shall be due for that month.

f. Section 3.6 of the Agreement is deleted in its entirety and not replaced.

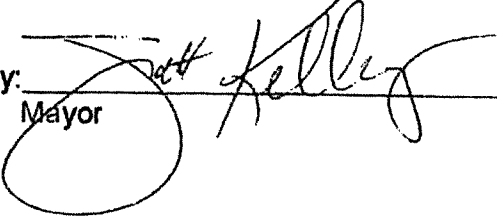
g. Section 4.1 of the Agreement is deleted in its entirety and the following is substituted in lieu thereof:

4.1 This Agreement shall commence May 1, 2018, and shall expire on April 30, 2025.

Section 3. Ratification of Agreement. Except as expressly supplemented and amended as provided in Sections 1 and 2 of this First Amendment above, all other provisions of the Agreement are hereby ratified, confirmed and approved by both the City and the Contractor.

N WITNESS WHEREOF, each of the parties hereto have executed or caused this First Amendment to be executed by proper officers duly authorized to execute the same as of the dates set forth below.

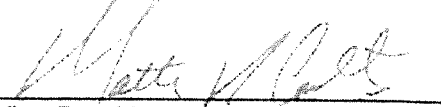
CITY OF FARMER CITY, ILLINOIS

By: 
Mayor

Attest:


Clerk

AREA DISPOSAL SERVICE, INC.

By: 
Vice President – Sales, Strategic
Operations and Special Projects

Attest:


Municipal Marketing Manager

RESOLUTION 2024 - 116

RESOLUTION EXECUTING OPTION YEARS ONE AND TWO FOR WASTE COLLECTION SERVICES

WHEREAS, The City of Farmer City, Illinois entered into an agreement for waste collection services in May of 2021, and;

WHEREAS Section 3.1 of the agreement contained options for two one-year options and;

WHEREAS, The City of Farmer City wishes to maintain a consistent and cost-effective waste collection service for its residents and;

WHEREAS, extending the current agreement is in the best interest of the residents of Farmer City, Illinois, now therefore be it resolved;

That the Farmer City, Illinois, City Council does hereby resolve to execute option year one and option year 2 as contained in section 3.1 of the agreement.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 3RD DAY OF SEPTMBER 2024

AYES: _____ NAYS: _____ ABSTAIN: _____ ABSENT:

Scott Testory, Mayor

Angie Wanserski, City Clerk

Ordinance No. 1128

An Ordinance Amending Chapter 30: Governmental Structure and Procedures
(allowing electronic attendance of members)

WHEREAS, the City of Farmer City, DeWitt County, Illinois (the “**City**”) is an Illinois municipality, as such, the Illinois Municipal Code grants municipalities the authority to pass and enforce all necessary ordinances; and

WHEREAS, the Open Meetings Act (5 ILCS 120/1 et seq) allows a municipality to allow members of its City Council, Boards, committees and commissions to attend meetings electronically under certain conditions; and

WHEREAS, the Mayor and the City Council (the “**Corporate Authorities**”) have determined that it is necessary and in the best interest of the community to adopt an ordinance to allow members of its City Council, Boards, committees and commissions to attend said meetings electronically under certain conditions.

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

Section 1. New Section 30.149. The following Section 30.149, entitled “ELECTRONIC ATTENDANCE” is hereby added to Chapter 30, entitled “GOVERNMENTAL STRUCTURE AND PROCEDURES”, of TITLE III, entitled “ADMINISTRATION, of the Farmer City Code, as follows:

SECTION 30.149 ELECTRONIC ATTENDANCE

§ 30.149.1 **Rules Statement.** It is the decision of the CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS (“City”) that the Mayor and any member of the City Council (“Council”) may attend any open or closed meeting of the Council via electronic means (such as by telephone, video or Internet connection) provided that such attendance is in compliance with these rules and any applicable laws.

§ 30.149.2 **Prerequisites.** A member of the Council may attend a meeting electronically if the member meets the following conditions:

- (a) The member should notify the City Clerk at least three hours before the meeting, unless impractical, so that necessary communications equipment can be arranged. Inability to make the necessary technical arrangements will result in denial of a request for remote attendance.

- (b) The member must assert one of the following four reasons why he or she is unable to physically attend the meeting,
 - (1) The member cannot attend because of personal illness or disability; or
 - (2) The member cannot attend because of employment purposes or the business of the City; or
 - (3) The member cannot attend because of a family or other emergency.
 - (4) The member cannot attend because of unexpected childcare obligations.

§ 30.149.3 Authorization to Participate.

- (a) The City Clerk, after receiving the electronic attendance request, shall inform the Council of the request for electronic attendance.
- (b) After establishing that there is a quorum physically present at a meeting where a member of the Council desires to attend electronically, the presiding officer shall state that (i) a notice was received from a member of the Council in accordance with these Rules, and (ii) the member will be deemed authorized to attend the meeting electronically unless a motion objecting to the member's electronic attendance is made, seconded and approved by two-thirds of the members of the Council physically present at the meeting. If no such motion is made and seconded or if any such motion fails to achieve the required vote by the members of the Council physically present at the meeting, then the request by the member to attend the meeting electronically shall be deemed approved by the Council and the presiding officer shall declare the requesting member present. After such declaration by the presiding officer, the question of a member's electronic attendance may not be reconsidered.

§ 30.149.4 Adequate Equipment Required. The member participating electronically and other members of the Council must be able to communicate effectively, and members of the audience must be able to hear all communications at the meeting site. Before allowing electronic attendance at any meeting, the Council shall provide equipment adequate to accomplish this objective at the meeting site.

§ 30.149.5 Minutes. Any member attending electronically shall be considered an off-site attendee and counted as present electronically for that meeting if the

member is allowed to attend. The meeting minutes shall also reflect and state specifically whether each member is physically present or present by electronic means.

§ 30.149.6 Rights of Remote Member. A member permitted to attend electronically will be able to express his or her comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and procedures previously adopted and adhered to. The member attending electronically shall be heard, considered, and counted as to any vote taken. Accordingly, the name of any member attending electronically shall be called during any vote taken, and his or her vote counted and recorded by the City Clerk and placed in the minutes for the corresponding meeting. A member attending electronically may leave a meeting and return as in the case of any member, provided the member attending electronically shall announce his or her leaving and returning.

If the Mayor is attending the meeting electronically, a member who is physically present shall be chosen by a majority of the corporate authorities attending the meeting to preside over the meeting. Such member shall have only the rights and duties of a presiding officer, not mayor pro tem, and shall be entitled to vote only as a member. The mayor shall retain his right to vote as provided by applicable law.

§ 30.149.7 Committees, Boards and Commissions. These rules shall apply to all committees, boards and commissions established by authority of the Council.

Section 2. Invalidity. Should any section or provision of this Ordinance be declared to be invalid, that decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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.

Upon motion by Council Member _____, seconded by Council Member _____, passed by the Mayor and City Council of the City of Farmer City, Illinois this 3rd day of September 2024, by roll call vote, as follows:

Voting "aye" (names): _____
Voting "nay" (names): _____
Abstained (names): _____
Absent (names): _____

PASSED this 3rd day of September 2024.

Angie Wanserski, City Clerk

APPROVED this 3rd day of September 2024.

Scott Testory, Mayor

STATE OF ILLINOIS)
COUNTY OF DEWITT) SS
CITY OF FARMER CITY)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Clerk of the City of Farmer City, DeWitt County, Illinois (the “**Municipality**”), and as such official I am the keeper of the records and files of the Municipality and of the Mayor and City Council (the “**Corporate Authorities**”).

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 3rd of September 2024, insofar as same relates to the adoption of Ordinance No. 1128 entitled:

An Ordinance Amending Chapter 30: Governmental Structure and Procedures
(allowing electronic attendance of members)

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

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that the agenda for the meeting was duly posted at the City Hall and so that each page of the agenda was continuously visible for public review and inspection in a City Hall window 24/7 at least 48 hours prior to the meeting, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Farmer City, Illinois, this 3rd day of September 2024.

(SEAL)

Angie Wanserski, City Clerk

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ORIGINAL INVOICE

INVOICE NUMBER E1618301
Invoice Date 08/22/2024
Total Due \$ 56,200.00

Terms	DUE UPON RECEIPT
Make	AA
Model	D150GC
Serial #	T9900523
Machine ID	24-10110
Equipment #	
Meter Reading	.0
Document #	E16183

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CUSTOMER CONTACT: FARMER CITY

TAX EXEMPTION LICENSE E99975327

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CATERPILLAR

MODEL D150GC

GENERATOR

1.0

ID NO: 24-10110

SERIAL NO: T9900523

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