

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, AUGUST 5, 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 June 27, 2024, July 2, 2024 and July 29, 2024 council minutes.
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Ordinance 1127 approving adding another Class A liquor license for the Days Inn.
- B. Resolution 2024-107 Heritage Days donation of \$10,000 from the Hotel/Motel account.
- C. Approval of request from Acrostar Productions to close a section of street in downtown Farmer City on September 8, 2024.
- D. Ordinance 1125 an ordinance amending Chapter 52: Electric System.
- E. Ordinance 1126 amending the FY25 Budget
- F. Approval of hiring Fehr Graham for 174 extension project.
- 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.
- 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.
- I. Resolution 2024-110 resolution entering into a consulting agreement between Sue McLaughlin and the City of Farmer City.
- J. Resolution 2024-111 entering into a contract with GovTempsUSA to hire Austin Edmonson as interim city manager.
- K. Resolution 2024-112 resolution authorizing execution of recruitment agreement for the city manager position with GovHRUSA.

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.

MINUTES OF THE FARMER CITY, ILLINOIS

CITY COUNCIL SPECIAL MEETING

JULY 29, 2024 6 p.m.

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

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

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENT William Walsh appeared before council to discuss the following concerns:

*Mr. Walsh lives on W Market St and has problems with his electrical service with lights randomly brightening. He has had the city's electrical department and IMEA examine the issue and they concluded that the issue was inside the house. Mr. Walsh has had electricians review the issue and they are suggesting it could be a transformer.

*There have been new residents move into the 500 block of W Green St. People are parking on both sides of the street and making the road even more narrow. Can signs be added keeping street parking to one side only?

*The condition of various properties in town are a concern. Houses are run down and yards are unkempt.

*Mr. Walsh would like more police transparency. Would like them to add a blotter on the FC police website.

NEW BUSINESS

- A. Approval of payout #2 to Cross Construction for the Market St water main in the amount of \$40,619.50.

This is the 2nd major payout to Cross. There is currently 7k remaining for incidentals. The pavement work on this project will begin next week.

MOTION by McKinley, seconded by Friedrich, to approve payout #2 to Cross Construction for the Market St water main in the amount of \$40,619.50. Voting yes: McKinley, Strough, Testory and Friedrich. Absent: Walsh. Motion carried.

- B. Approval of payment to Pittsburg Tank & Tower Maint. Co. for the repair and painting of the water tower in the amount of \$113,245.00.

The water tower was fixed, cleaned and painted. A mixer was also added to keep the water fresh.

MOTION by McKinley, seconded by Friedrich, to approve payment to Pittsburg Tank & Tower Maint. Co. for the repair and painting of the water tower in the amount of \$113,245.00. Voting yes: Strough, Testory, Friedrich and McKinley. Absent: Walsh. Motion carried.

- C. Ordinance 1124 ordinance appointing Adam Turpen to the Illinois Municipal Electric Agency board of directors.

Adam Turpen is currently an apprentice and is working on becoming a hybrid lineman/plant operator.

MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1124 ordinance appointing Adam Turpen to the Illinois Municipal Electric Agency board of directors. Voting yes: Testory, Friedrich, McKinley, and Strough. Absent: Walsh. Motion carried.

D. Discussion regarding interim city manager and recruitment transition.

The city is currently undertaking large projects that will need experienced guidance moving forward. Recruiter Mark Peterson, who works for GovHR, has suggested hiring Austin Edmondson as an interim city manager while council looks for a permanent replacement. Council was presented with 2 hiring recruitment options; Arndt Municipal Support and MGA/GovHRUSA. Both are reputable executive recruiters that the city can hire to assist in their search. Council was also presented with a Resolution retaining an "at will relationship" with CM McLaughlin on discretionary projects during the transition. It was decided to bring back the following 3 items to the next council for action: 1. Approve the hiring of Austin Edmondson as interim city manager, 2. Approval to hire a recruitment agency to assist in finding a city manager, and 3. Approve a resolution to hire McLaughlin as an "at will" employee.

Councilman Walsh arrived.

CITY MANAGER REPORT

City Manager McLaughlin informed council that the leak report on the pool has been completed. There were 10 leaks found along the north wall of the deep well that continued around the wall to the west wall of the regular pool. The city attorney is in talks with Leander and Spear Corporations regarding who should be accountable for fixing the issue. The city's insurance has also agreed to subrogate an \$11,000 pool pump issue between the city and Spear Corporation. The dog park is not officially opened yet. Sod is being ordered to cover muddy areas in the park. The city plans to plant trees to provide shade for the area this fall.

NON-AGENDA ITEMS AND OTHER BUSINESS

Councilman Strough wanted to let residents know that the EPA is doing a hazardous waste collection. Collection sites and more information can be found by looking on WJBC radio website.

ADJOURNMENT

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

Angie Wanserski, City Clerk

MINUTES OF THE FARMER CITY, ILLINOIS

CITY COUNCIL REGULAR MEETING

JULY 2, 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. Absent: City Attorney Joe Chamley.

PLEDGE OF ALLEGIANCE TO THE FLAG

PRESENTATION

PUBLIC COMMENT

CONSENT AGENDA

- A. Approval of the minutes of the June 3, 2024 council meeting.
- B. Fund Warrant List
MOTION by McKinley, seconded by Friedrich, to approve the consent agenda. Voted unanimously. Motion carried.

UNFINISHED BUSINESS

NEW BUSINESS

- A. Approval of Farmer City Chamber of Commerce funding request of \$1000 for the Christmas parade. No discussion.
MOTION by McKinley, seconded by Friedrich, to approve the Farmer City Chamber of Commerce funding request of \$1000 for the Christmas parade. Voted unanimously. Motion carried.
- B. Approval of payout #1 to Cross Construction for the Market St water main in the amount of \$97,083. The water main replacement is completed. They are looking at repaving the area around the 3rd week of July. Council should see the 2nd payout for this project at the next council meeting.
MOTION by McKinley, seconded by Friedrich, to approve payout #1 to Cross Construction for the Market St water main in the amount of \$97,083. Voted unanimously. Motion carried.
- C. Approval of MFT payout to Cross Construction for the repaving of Crabtree Ct in the amount of \$19,396.15.
This was a simple repaving to repair deterioration around the edges.
MOTION by McKinley, seconded by Friedrich, to approve MFT payout to Cross Construction for the repaving of Crabtree Ct in the amount of \$19,396.15. Voted unanimously. Motion carried.
- D. Ordinance 1123 an ordinance amending Chapter 51: Water Service Charges (bulk water).
This ordinance would raise bulk water rates from \$11 per 1000 gallons to \$30 per 1000 gallons. This would bring bulk water rates more in line with our neighboring towns.
MOTION by McKinley, seconded by Friedrich, to approve Ordinance 1123 an ordinance amending Chapter 51: Water Service Charges (bulk water). Voted unanimously. Motion carried.
- E. Discussion regarding pool.
The city has had a leak detector at the pool on Monday and Tuesday. He has been extremely thorough and taken apart all the features and dove into the fresh water tank. He has found a structural leak in

the corner of the pool that was repaired this spring. The plasterers are set to come on Monday, July 8th.

F. Discussion regarding liquor license.

The Days Inn is interested in obtaining gaming terminals. State law requires them to have a liquor license in order to receive a gaming license. They are currently asking for a class A liquor license so council would need to create another license as there are only 2 and they are both taken. City manager McLaughlin will reach out the Days Inn for more clarification as to which license would work best for them.

EXECUTIVE SESSION

CITY MANAGER REPORT

City Manager McLaughlin informed residents that the Farmer City Raceway will be having fireworks on Friday, July 5th this year.

NON-AGENDA ITEMS AND OTHER BUSINESS

ADJOURNMENT

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

Angie Wanserski, City Clerk

MINUTES OF THE FARMER CITY, ILLINOIS
CITY COUNCIL EMERGENCY MEETING

JUNE 27, 2024 6 p.m.

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

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

PLEDGE OF ALLEGIANCE TO THE FLAG

NEW BUSINESS

A. Discussion regarding pool

Council was gathered to discuss the current pool situation. City Manager McLaughlin called an emergency meeting to inform council of 2 issues with the pool. The first being that kids were cutting their feet on the floor of the pool. Almost 400 band aids have been used as of today. She had brought samples of what had been scraped up to show council and it looked like blue speckled mortar. She has been in touch with the contractor and they are arriving on Monday or Tuesday to assess the situation.

The second issue concerns a suspected leak. The city is going through an inordinate amount of chlorine and acid so far this year. A technician was in today and noticed that an intake pipe supplying fresh water to the pools was running non-stop. CM McLaughlin received the name of a leak detector and he is scheduled to be here Monday to assess.

Council is in agreement that the pool should close for the time being and discuss the findings at the next council meeting being held on Tuesday, July 2, 2024.

ADJOURNMENT

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

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
POOL REFUNDS 2024	30.00	POOL PASS REFUND	DSB
PRESTO-X	64.26	ADM - PEST CONTROL	DSB
COOPER, BILLIE	300.00	MONTHLY SERVICE	DSB
PAVLOV MEDIA	198.34	MONTHLY INTERNET/TELEPHONE	DSB
CITY OF FARMER CITY	489.75	JULY 24 UTILITY BILLING	DSB
PAVLOV MEDIA	520.00	ADMIN IT	DSB
AMERICAN LEGAL PUBLISHING	148.20	SUPPLEMENTAL PAGES	DSB
CLASPILL AUTOMOTIVE SALES	494.35	DODGE CHARGER SERVICE	DSB
CLASPILL AUTOMOTIVE SALES	539.31	POLICE VEHICLE REPAIR	DSB
PAVLOV MEDIA	183.48	MONTHLY INTERNET/TELEPHONE	DSB
POLICE LAW INSTITUTE	380.00	1 YEAR SUBSCRIPTION	DSB
LEXIPOL LLC	3,861.27	LAW ENFORCEMENT POLICY MANUAL & BULLETINS	DSB
CITY OF FARMER CITY	224.14	JULY 24 UTILITY BILLING	DSB
EVERGREEN FS INC	1,048.96	POLICE FUEL	DSB
RAY O'HERRON	1,051.41	EQUIPMENT FOR RAM TRUCK	DSB
RAY O'HERRON	2,102.48	EQUIPMENT FOR RAM TRUCK	DSB
ILLINOIS SECRETARY OF STAT	175.00	DODGE LICENSE PLATES	DSB
BRIAR HOLLOW INC.	900.00	CABINET INSTALL	DSB
NAPA AUTO PARTS	204.21	STREETS VEHICLE PARTS	DSB
NAPA AUTO PARTS	19.99	STREETS VEHICLE PARTS	DSB
VCNA PRAIRIE LLC	556.72	STREETS MATERIALS	DSB
MAURER-STUTZ	280.00	MAINTENANCE BLDG RECON	DSB
DARNELL CONCRETE PRODUC	876.00	REPAIR SUPPLIES	DSB
CITY OF FARMER CITY	286.92	JULY 24 UTILITY BILLING	DSB
PROGRESSIVE CHEMICAL & LI	202.00	STREET SUPPLIES	DSB
PROGRESSIVE CHEMICAL & LI	126.58	STREET SUPPLIES	DSB
CORNEGLIO AG	59.30	STREETS SUPPLIES	DSB
CORNEGLIO AG	15.51	STREETS SUPPLIES	DSB
CORNEGLIO AG	65.89	STREETS SUPPLIES	DSB
CORNEGLIO AG	49.81	STREETS SUPPLIES	DSB
CORNEGLIO AG	99.92	STROBE LIGHTS	DSB
LEROY TRUE VALUE HARDWAR	63.09	STREETS SUPPLIES	DSB
LEROY TRUE VALUE HARDWAR	5.97	NUTS & BOLTS	DSB
LEROY TRUE VALUE HARDWAR	7.07	E-CLIPS & WASHERS	DSB
EVERGREEN FS INC	739.50	STREETS DIESEL	DSB
EVERGREEN FS INC	321.24	STREETS FUEL	DSB
BUILDING SYSTEMS of ILLINOI	3,950.00	APPLICATION SIX- FINAL PAYMENT STREETS BUILDING	DSB
WALKER TIRE & EXHAUST	36.00	TIRE REPAIR- PARKS	DSB
TRIMBLE PLUMBING SEPTIC-P	250.00	MONTHLY RENTAL- PARK	DSB
CITY OF FARMER CITY	640.85	JULY 24 UTILITY BILLING	DSB
LEROY TRUE VALUE HARDWAR	41.97	CHAINSAW	DSB
LEROY TRUE VALUE HARDWAR	399.99	MS 250	DSB
EVERGREEN FS INC	266.61	PARKS FUEL	DSB
SPEAR CORPORATION	4,694.00	START UP SERVICE POOL	DSB
PAVLOV MEDIA	37.83	MONTHLY INTERNET/TELEPHONE	DSB
SPEAR CORPORATION	45.00	CPO BOOK	DSB
CITY OF FARMER CITY	1,337.73	JULY 24 UTILITY BILLING	DSB
SPEAR CORPORATION	11,717.00	POOL PUMP REPAIR	DSB
CORNEGLIO AG	5.58	KEYS	DSB
JASON'S LAWN SERVICE LLC	1,100.00	POOL CHEMICALS	DSB
Total 100:	41,213.23		
120			
CITY OF FARMER CITY	30.74	JULY 24 UTILITY BILLING	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 120:	30.74		
290			
KIMBLE, MARY	256.02	MARKET SERVICES	DSB
Total 290:	256.02		
490			
GFL ENVIRONMENTAL	12,591.40	MONTHLY SERVICE	DSB
Total 490:	12,591.40		
510			
FRONTIER	181.61	MONTHLY INTERNET	DSB
PAVLOV MEDIA	37.83	MONTHLY INTERNET/TELEPHONE	DSB
CITY OF FARMER CITY	1,184.26	JULY 24 UTILITY BILLING	DSB
EVERGREEN FS INC	739.50	WATER DIESEL	DSB
EVERGREEN FS INC	118.82	WATER FUEL	DSB
CROSS CONSTRUCTION INC.	40,619.50	WATER MAIN	DSB
PITTSBURG TANK & TOWER MA	113,245.00	WATER TOWER PAINTING	DSB
Total 510:	156,123.52		
520			
SCHOONOVER SEWER SERVIC	1,200.00	SEWER REPAIRS	DSB
PAVLOV MEDIA	80.80	MONTHLY INTERNET/TELEPHONE	DSB
CITY OF FARMER CITY	5,829.10	JULY 24 UTILITY BILLING	DSB
EVERGREEN FS INC	739.50	SEWER DIESEL	DSB
EVERGREEN FS INC	244.76	SEWER FUEL	DSB
Total 520:	8,094.16		
530			
ILLINOIS EPA	6,993.00	ANNUAL ELECTRIC EPA FEES	DSB
U.S. POSTAL SERVICE	762.45	MONTHLY BILLS	DSB
U.S. POSTAL SERVICE	659.18	MONTHLY BILLS	DSB
PAVLOV MEDIA	178.07	MONTHLY INTERNET/TELEPHONE	DSB
CITY OF FARMER CITY	2,025.48	JULY 24 UTILITY BILLING	DSB
IMEA	118,429.41	ELEC GENERATION JUNE 24	DSB
CORNEGLIO AG	172.98	ELECTRIC SUPPLIES	DSB
CORNEGLIO AG	47.46	ELECTRIC SUPPLIES	DSB
LEROY TRUE VALUE HARDWAR	76.98	ELECTRIC SUPPLIES	DSB
EVERGREEN FS INC	739.50	ELECTRIC DIESEL	DSB
EVERGREEN FS INC	187.95	ELECTRIC FUEL	DSB
Total 530:	130,272.46		
Grand Totals:	348,581.53		

Vendor Name	Net Invoice Amount	Description	Created by
100			
KENNEDY, ERICA	200.00	REFUND POOL PARTY DEPOSITS	DSB
FITZGERALD, AMELIA	100.00	POOL PARTY REFUND	DSB
JOHNSON, STEPHANIE	100.00	POOL PARTY REFUND	DSB
EVANS FROEHLICH BETH AND	1,100.00	ZONING ISSUE	DSB
AMUNDSEN DAVIS LLC	1,350.50	GENERAL LABOR REP	DSB
PRESTO-X	64.26	ADM - PEST CONTROL	DSB
CLINTON JOURNAL	100.00	LEGAL ADV	DSB
MIDWEST MAILING & SHIPPING	229.00	MAINT AGREE FOR DEGITAL MAILING SYS	DSB
WATTS COPY SYSTEMS INC	207.62	MONTHLY COPIER FEES	DSB
PAVLOV MEDIA	198.34	MONTHLY PHONE & INTERNET 6-24	DSB
CITY OF FARMER CITY	309.94	MONTHLY UTILITIES	DSB
NICOR GAS	48.58	MONTHLY GAS	DSB
NICOR GAS	42.15	MONTHLY GAS	DSB
SIMPLY SENNETT	187.50	WEB DEVELOPEMENT- JUNE 24	DSB
PAVLOV MEDIA	330.00	IT SERVICES- ADMIN	DSB
PAVLOV MEDIA	1,252.50	QUARTERLY IT SERVICES- JULY THRU SEPT 24	DSB
HINCKLEY SPRINGS	61.29	MONTHLY WATER	DSB
WRIGHT, JERRY AND BETTY	753.53	REIMBURSEMENT RET	DSB
WRIGHT, JERRY AND BETTY	542.14	REIMBURSEMENT RET	DSB
EVANS FROEHLICH BETH AND	1,200.00	DEMOLITION	DSB
EVANS FROEHLICH BETH AND	84.25	DEMOLITION	DSB
AMUNDSEN DAVIS LLC	146.00	GENERAL LABOR REP	DSB
PAVLOV MEDIA	183.48	MONTHLY PHONE & INTERNET 6-24	DSB
CITY OF FARMER CITY	194.88	MONTHLY UTILITIES	DSB
RAY O'HERRON	2,445.99	EQUIPMENT FOR RAM TRUCK	DSB
RAY O'HERRON	174.00	EQUIPMENT FOR RAM TRUCK	DSB
ILLIANA CONSTRUCTION COMP	10,156.63	AREA 1 & 2 APPLICATIONS	DSB
HEIDELBERG MATERIALS	503.36	STREETS MATERIALS	DSB
HEIDELBERG MATERIALS	363.80	STREETS MATERIALS	DSB
CITY OF FARMER CITY	279.45	MONTHLY UTILITIES	DSB
LEROY TRUE VALUE HARDWAR	55.00	COMPACTOR PLATE RENTAL	DSB
CORNEGLIO AG	79.32	STREETS SUPPLIES	DSB
PEARL TRUCKING LLC	571.61	GRAVEL- STREETS	DSB
WALKER TIRE & EXHAUST	40.00	TIE REPAIRS- PARK	DSB
CLASPILL AUTOMOTIVE SALES	90.00	PARKS TRUCK REPAIR	DSB
MEIER AUTOMOTIVE	707.22	PARKS TRUCK REPAIR	DSB
MENARDS - CHAMPAIGN	6.49	PARKS LANDSCAPING	DSB
CITY OF FARMER CITY	582.59	MONTHLY UTILITIES	DSB
MENARDS - CHAMPAIGN	89.99	PARKS PROPERTIES	DSB
ACCULEVEL - INDIANA	6,381.00	SOUTH PARK PROJECT-DEPOSIT	DSB
ILLINI CONTRACTORS SUPPLY	435.08	DRILL BIT/TRIMMER HEADS/IMPACT DRILL	DSB
MENARDS - CHAMPAIGN	117.26	SUPPLIES-PARKS	DSB
MENARDS - CHAMPAIGN	67.44	SUPPLIES-PARKS	DSB
CORNEGLIO AG	2.79	BOLTS/NUTS/WASHERS	DSB
KIEFER AQUATICS	547.00	LIFEGUARD SUITS	DSB
ENGER BROTHERS INC.	180.00	POOL REPAIRS	DSB
SPEAR CORPORATION	1,155.00	POOL SERVICES	DSB
SPEAR CORPORATION	1,262.00	POOL SERVICES	DSB
PRESTO-X	61.53	MONTHLY SERVICE POOL	DSB
PAVLOV MEDIA	37.83	MONTHLY PHONE & INTERNET 6-24	DSB
CITY OF FARMER CITY	234.49	MONTHLY UTILITIES	DSB
KIEFER AQUATICS	118.70	POOL SUPPLIES	DSB
STANTON, TAYLER	436.27	POOL SUPPLY ITEMS	DSB
SPEAR CORPORATION	8,258.11	POOL CHEMICALS	DSB
McKINLEY WATER CONDITIONI	14.14	WATER	DSB
McKINLEY WATER CONDITIONI	14.14	WATER	DSB
McKINLEY WATER CONDITIONI	7.07	WATER	DSB

Vendor Name	Net Invoice Amount	Description	Created by
SYSCO CENTRAL ILLINOIS INC.	549.28	CONCESSION FOOD	DSB
Total 100:	45,010.54		
120			
CITY OF FARMER CITY	42.37	MONTHLY UTILITIES	DSB
Total 120:	42.37		
150			
CROSS CONSTRUCTION INC.	19,396.15	CRABTREE CT. RESURFACING	DSB
Total 150:	19,396.15		
240			
MAURER-STUTZ	1,282.50	RESURFACING 2024	DSB
EVANS FROEHLICH BETH AND	1,080.00	TIF-3 LABELING	DSB
Total 240:	2,362.50		
250			
WRIGHT, JERRY AND BETTY	60.70	REIMBURSEMENT RET	DSB
WRIGHT, JERRY AND BETTY	43.67	REIMBURSEMENT RET	DSB
Total 250:	104.37		
270			
TRIMBLE PLUMBING SEPTIC-P	250.00	RENTAL - MAY 24	DSB
Total 270:	250.00		
280			
MENARDS - CHAMPAIGN	41.95	CENTER SQUARE	DSB
PRAIRIE ENGINEERS P.C.	2,234.00	IMPROVEMENTS - IL 54 SIDEWALK	DSB
J.C. SCHULTZ ENTERPRISES IN	907.50	FLAGS	DSB
SAQ CONSULTING INC.	2,000.00	CONSULTING SERVICES	DSB
Total 280:	5,183.45		
290			
FARMER CITY CHAMBER OF C	1,000.00	PARADE CONTRIBUTION	DSB
FARMER CITY FAIR ASSOCIATI	3,500.00	FIREWORKS CONTRIBUTION	DSB
Total 290:	4,500.00		
510			
YEAGLE ELECTRIC INC	117.50	BLOWER REPAIR	DSB
NAPA AUTO PARTS	6.35	FITTING/HOSE END	DSB
PAVLOV MEDIA	37.83	MONTHLY PHONE & INTERNET 6-24	DSB
CITY OF FARMER CITY	1,316.50	MONTHLY UTILITIES	DSB
MENARDS - CHAMPAIGN	9.56	WATER SUPPLIES	DSB
CORNEGLIO AG	10.05	SUPPLIES	DSB
IMCO UTILITY SUPPLY CO	258.05	FITTINGS	DSB
IMCO UTILITY SUPPLY CO	614.05	FITTING & SUPPLIES	DSB
WATER PRODUCTS CO.	138.40	TUBES & FITTINGS	DSB
MAURER-STUTZ	3,227.50	MARKET STREET CONSTRUCTION	DSB
CROSS CONSTRUCTION INC.	97,083.00	WATER MAIN	DSB
CORE & MAIN LP	4,905.00	METERS	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 510:	107,723.79		
520			
MENARDS - CHAMPAIGN	94.00	SEWER MAINT/REPAIR	DSB
CORNEGLIO AG	109.22	SEWER SUPPLIES REPAIR	DSB
PAVLOV MEDIA	80.80	MONTHLY PHONE & INTERNET 6-24	DSB
CITY OF FARMER CITY	7,832.61	MONTHLY UTILITIES	DSB
WATER SOLUTIONS UNLIMITED	1,996.10	CHEMICALS	DSB
LEROY TRUE VALUE HARDWAR	73.96	SEWER TOOLS	DSB
Total 520:	10,186.69		
530			
MENARDS - CHAMPAIGN	79.92	ELECTRIC SUPPLIES	DSB
MENARDS - CHAMPAIGN	26.98	ELECTRIC SUPPLIES	DSB
QUADIENT LEASING USA INC.	488.04	QTRLY POSTAGE MACHINE RENTAL	DSB
PAVLOV MEDIA	178.07	MONTHLY PHONE & INTERNET 6-24	DSB
CITY OF FARMER CITY	1,891.35	MONTHLY UTILITIES	DSB
NICOR GAS	43.36	MONTHLY GAS	DSB
NICOR GAS	920.86	MONTHLY GAS	DSB
NICOR GAS	141.74	MONTHLY GAS	DSB
CHEMSEARCHFE	2,861.62	CHEMICALS	DSB
CORNEGLIO AG	23.67	SUPPLIES- ELECTRIC	DSB
ANIXTER INC	293.72	ELECTRIC SUPPLIES	DSB
Total 530	6,949.33		
Grand Totals:	201,709.19		

RESOLUTION 2024-107

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM
HOTEL/MOTEL ACCOUNT**

WHEREAS, the purpose of expenditures from the municipal hotel/motel tax, levied and collected by the City of Farmer City under Ordinance 771, is “to promote tourism and conventions within the city, and otherwise attract nonresident, overnight visitors to the City and;

WHEREAS, the City of Farmer City had received a request from the Heritage Days committee for a grant to help defray the costs of the event; and

WHEREAS, the City of Farmer City recommends that the city council approves a grant of \$ _____ for this purpose; and

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

FIRST: that the City of Farmer City award a grant of \$ _____ from the proceeds of the municipal hotel-motel tax to the Farmer City Heritage Days Committee to help defray the costs of putting on the annual Farmer City Heritage Days and

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 5TH DAY OF AUGUST 2024.

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

2025 Budget

EXPENSES			INCOME		
Music/Main Stage	Estimated	Actual	SPONSORS	Estimated	Actual
Friday Night			City of FC	10000	
Saturday Night			Clark Foundation	10000	
misc.			Small Sponsors	28000	
Overall	68,000		T-shirts Sponsors	3000	
Total	68,000	0	Specialty Sponsors	25000	
			Fundraising/Grants	15000	
			Total Sponsors	91000	0
Individual Events	Estimate	Actual	EVENT INCOME	Estimated	Actual
			Vendors	2000	
			Trucks/Trailers		
5K/ Fun Run	1500		Electric Outlet		
Car Show	1000		Car Show	500	
Community Night	500		Bags		
Bags	350		Carnival	2500	
Scavenger Hunt	300		Beer Garden (sales)	10000	
			Armbands	3000	
Total	3650	0	water/Pop	1500	
			ice	250	
			5K/Fun Run		
			VIP	4000	
			Huggies		

Kids Zone	Estimate	Actual		T-shirt Sales	200	
General	500			Total Event Income	23950	0
tractor pulls	485					
Kiddie	300					
Free pony rides	1100					
petting zoo	1000					
Bubbles	300					
Facepainting	750			TOTAL HD EVENT Inco	114950	0
dunk tank	150					
Sensory Museum	1900					
Total	6485	0				
Supporting Expenses		Actual				
Trash	600					
Toilets	3750					
Printing	1000					
Event ts	700					
Banners	650					
Bar staff pay	2000					
Event Staff Ts (pink)	250					
General security Ts	600					
Green Room	1200					
Huggies	1500					
Beer & Truck Expenses	7000					
Radio	450					
Misc. Beer garden expenses						
group for doing ice	400					
onsite photographer	200					
tito Booth	150					

VIP ticket fees		
Ice	800	
generator -stage/sound	1000	
tickets & armbands	300	
Security	3000	
Total	25550	0
Insurance	Estimate	Actual
General	5600	
Liability		
Rain Out		
dram & bond		
Total	5600	0
Advertising	Estimate	Actual
General	1000	
	2500	
Total	3500	0
Misc.	Estimate	Actual
General	900	
State liq	25	
City Liquour	150	
Generator Fuel		
Fuel rented Veh.		
Total	1075	0
Total Expenses	113,860	0

Locals Benefitting from Heritage Days

FFA

BRHS Basketball

BRHS Baseball

BRHS Football

BMX

BRHS Class of 2027

Farmer City Chamber of Commerce

Farmer City Fire Department

4H

Local Church groups

Garden Club

Library

Boy Scouts

Sons of the American Legion #55

Several local craft and food vendors



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: August 5, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Closing of Main St for filming

Acrostar, which has filmed in town before, has requested to close Main and Green Sts. on September 8 for a few hours while they film. They intend to film "Return of the Corn Zombies" and will be around town September 5 through the 11.

They may have part of Green St during the filming and will also be at the Farmer City Fairgrounds as well.



FARMER CITY, ILLINOIS

UNITED, PROGRESSIVE AND FAIR

WINDMILL FARM
EST. 1837

WINDMILL FARM

Ordinance No. 1125

An Ordinance Amending Chapter 52: Electric System

WHEREAS, the City of Farmer City, DeWitt County, Illinois (the “**City**”) provides electricity services as a municipal utility and the City desires to update certain fees, clarify governing language and modernize its governing ordinance and the Mayor and the City Council (the “**Corporate Authorities**”) of the City desire to update its governing ordinance accordingly; and

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

Section 1. Section 52.07, entitled “FEE SCHEDULE FOR SERVICE TAPS” of Chapter 52, entitled “ELECTRIC SYSTEM”, of the Farmer City Code, is amended to read as set forth below:

§ 52.07 FEE SCHEDULE FOR SERVICE TAPS.

The following fees shall be paid by each customer requiring service:

(A) Fee - standard 120/240 volt single phase 3 wire service:

Overhead tap/overhead service area No charge

Underground tap/underground service

area (including mobile home pedestal) \$150*

Underground tap/overhead service area

(new service) \$200*

(Existing overhead to be changed to

underground) Actual cost

*Cost based on maximum cable run of 75' (as measured from property line to weather head or first pedestal and a maximum cable run of 75' from pedestal to pedestal). If

additional cable is required, the customer will be charged for the additional cable at \$4.50 per foot, or at actual cost, should such cost be greater.

(B) For non-standard service.

(1) Any person, firm or corporation requesting special electrical service (3 phase service or a special voltage) requiring additional line and/or addition or special transformers to supply electrical energy shall pay, prior to the time of electrical service is installed, a sum equal to 15% of the cost of additional line, transformers and labor necessary to make the necessary installation. The cost of such service shall be computed by the Superintendent of the Electrical Department and if the cost of equipment and labor exceeds \$2,000 the applicant shall pay 15% of the first \$2,000, plus 50% of the excess over and above \$2,000. The city will consider any special circumstances or applications, should the installation costs for non-standard service merit special consideration, and the city may, at the city's discretion, consider reduced amounts and/or special payment terms.

(2) If a customer elects and makes a request to have a non-standard service, and the feasibility of such service is approved by the Superintendent of the Electrical Department to provide such service, the customer assumes all risks incurred for such special non-standard service. These risks would include extended outages that may be due to transformer failure until the transformer is repaired or a suitable replacement can be obtained and installed.

(Ord. 624, passed 9-20-93; Am. Ord. 635A, passed 1-17-94; Am. Ord. 1125, passed 8-5-24)

Section 2. Section 52.09, entitled "DISCONTINUANCE AND RECONNECTION OF SERVICE" of Chapter 52, entitled "ELECTRIC SYSTEM", of the Farmer City Code, is amended to read as set forth below:

§ 52.09 DISCONTINUANCE AND RECONNECTION OF SERVICE.

(A) The city may discontinue electric service when any customer:

(1) Fails to make payments in accordance with the terms of a deferred payment agreement;

(2) Fails to comply with the rules of the city pertaining to electrical service;

(3) Fails to provide city personnel access to the electric meter after receiving estimated bills for three billing periods, after the city makes written request for access, mailed to the customer's billing address of record;

(4) When the city receives notification from a banking institution that the customer's check as payment for electrical service is dishonored for any reason;

(5) Fails to pay a past due bill for the same class of service furnished at the same or at another location. For purposes of this section, the city may discontinue service if the customer had not paid the service as set by the disconnection notice and fails to enter into a deferred payment agreement, acceptable to the city; or

(6) Tampers or alters meter, or causes an unsafe condition.

(B) Residential customers must have a past due balance of not less than \$60 before a discontinuance notice may be issued.

(C) Such discontinuance of service shall be on the last Wednesday of each month.

(D) The city may only discontinue service after mailing a written notice of discontinuance to the customer's billing address. Discontinuance of service may only be more than seven days after the notice was deposited in the U.S. Mail with first class postage fully prepaid. Each month, the Administrative Assistant shall prepare a list, and issue work orders, in accordance with the provisions of division (A) of this section, and shall deliver copies of the work orders to electrical department personnel. All customers who meet criteria in division (A) of this section, preceding, shall be placed on the list. The only exceptions to inclusions shall be persons who enter and perform in compliance with a deferred payment agreement in accordance with the provisions of division (H) of this section, weather deferral of disconnection of division (F)(1) of this section, health needs of division (F)(2) of this section or whose total past due amount is less than \$60 as provided in division (B) of this section.

(E) Service shall not be discontinued after 2:00 p.m. on any day, on a holiday, on a Saturday or on a Sunday unless the city is able to reconnect service within the four hours immediately following the discontinuance, and issue work orders.

(F) Discontinuance of electrical service for residential customers, including tenants, for non-payment of bills where the electricity is used as the only source of heating or where electricity is the only source of control or operation of heating equipment shall not be made:

(1) On any day when the National Weather Service forecast for the following 24 hours for the City of Farmer City includes a forecast that the temperature will be 32° F or below; or

(2) For up to a maximum of 60 days when discontinuance of service will aggravate an existing serious illness of any person who is a permanent resident of the premises where service is to be discontinued, provided that:

(a) The illness must be certified to the city by a registered physician or by the DeWitt-Piatt Bi-County Health Department, in writing, including the name of the ill person, a statement that he or she is a residence of the premises where the service is to be discontinued, the name business address and telephone number of the certifying party, the nature of the illness and the period of time during which discontinuance of electrical service will aggravate the illness;

(b) Emergency, initial certification may be made by the certifying party by telephone provided that all information required by the preceding paragraph is verbally given to City Hall employees during normal business hours and further provided that the written certification as provided in the preceding paragraph is sent in written form within 5 days;

(c) Renewal of certification may be made by providing the city with an updated certificate. the renewal shall delay discontinuance for an additional 30 days. Failure to renew the certification shall entitle the city to initiate discontinuance procedures; and

(d) In the event service has been discontinued within 14 days prior to proper certification of illness as hereinabove provided, service shall be restored to that residence in accordance with the preceding provisions.

(G) Nothing herein shall be construed so as to prevent discontinuance of service for reasons of safety, health or cooperation with civil authorities.

(H) Deferred payment agreements shall only be allowed for a maximum of two times per calendar year. The past due bill must be paid in full by the 10th of the month, immediately following the date set by the discontinuance notice.

(I) The city shall designate a primary and alternate dispute contact person. The contact person shall have the obligation, during normal business hours, to hear customer complaints and to transmit a summary of the complaint or dispute on a three part memo to the City Manager, who is charged with attempting to resolve such complaint or dispute. Should any complaint or dispute not be resolved to the satisfaction of the customer, he or she shall have the right to review by the City Council at its regular meeting. The City Manager shall notify the City Clerk to place said complaint on the agenda. The alternate dispute contact person shall perform the same function as the dispute contact person, in the contact person's absence. Where the complaint or dispute is concerning the amount of a certain bill the City shall not discontinue electrical service provided that the customer:

(1) Pays the undisputed portion of the bill in question or the amount equal to the bill for the same service account and address for the same time period of the prior year (normalized for weather), whichever is greater, (only net rates shall be charged on any disputed bill paid within 14 days of resolution of the dispute if the dispute or complaint was filed prior to the bill becoming past due);

(2) Pays all bills incurred after filing of the complaint or dispute by the due date for each such bill; and

(3) Cooperates with the City Manager by making him or herself available for dispute discussions at the earliest time scheduled for resolution thereof.

(4) The City Manager shall have the authority to resolve disputed bills involving \$200 or less, provided that he inform the Mayor of the dispute and his resolution thereof in writing. Disputes in excess of \$200 shall require City Council action.

(5) After three non-paid billing cycles, delinquent accounts shall be submitted to a collection service.

(J) A reconnection charge of \$75.00 shall be paid prior to resumption of electrical service for reconnection on Mondays through Fridays, between the hours 7:30 A.M. and 3:30 P.M. (excluding holidays) and between the hours of 7:30 A.M. and 7:00 P.M. on the day of disconnection. An additional charge of \$75.00 shall be paid for reconnection after normal working hours, or on a Saturday, Sunday or holiday.

(K) City Hall and Electrical Department employees shall be available until 7:00 p.m. on the day of disconnection to receive proper payment and reconnect any utility service.

(Ord. 894, passed 10-3-11; Am. Ord. 914, passed 2-4-13; Am. Ord. 927, passed 11-18-13; Am. Ord. 1125, passed 8-5-24)

Section 3. Section 52.16, previously entitled "RENTED DUSK TO DAWN LIGHTS" of Chapter 52, entitled "ELECTRIC SYSTEM", of the Farmer City Code, is deleted in its entirety.

Section 4. Section 52.31, entitled "RESIDENTIAL RATE R1" of Chapter 52, entitled "ELECTRIC SYSTEM", of the Farmer City Code, is amended to read as set forth below:

§ 52.31 RESIDENTIAL RATE R1.

(A) Availability. Any customer located in territory served by utility may take service under this rate subject to the following conditions:

(1) Residential customers in a single family dwelling or single family unit located in an apartment building or general farm purposes, and

(2) That the energy delivered is not resold or redistributed, and

(3) That the customer does not have any electric generating equipment used to produce all or a portion of customer's electrical load requirements on a regular basis.

(B) Conditions of service:

(1) Service will be delivered to customer at no more than one of the following standard delivery voltages:

Single phase service - 3 wire 120/240 volts

(2) Utility will provide and maintain all facilities necessary to deliver one standard delivery voltage at one specified location to customer. Customer shall provide all necessary facilities for utilization of service at the specified delivery voltage and for the receipt at a single point of delivery.

(3) Customer will maintain its electric service entrance facilities in good repair and in full compliance with the requirements of all local, state, and national codes and standards including all applicable terms and conditions of the National Electric Code ("NEC") and the National Electric Safety Code ("NESC").

(C) Rates:

(1) Facilities charge \$16 per month.

(2) Energy charge:

Kilowatt-hours (kWhrs)

used in any one month Charges

For all kWhrs. \$0.13625 per kWhr.

(3) Intentionally left blank.

(4) Energy cost adjustment.

(a) The energy charges in subdivision (C)(2) are subject to the Energy Cost Adjustment ("ECA"). The ECA charge shall be in addition to the stated base rates and charges, and an additional amount shall be added to each bill for the ECA.

(b) The ECA is hereby defined to be the difference in the average cost of energy per kWhr purchased by the utility during the Base Period and average cost of energy per kWhr purchased by the utility during the current Comparison Period.

(c) The Base Period for this fuel adjustment clause is hereby designated as 5-1-93 to 4-30-94 and the fuel cost per kWhr during the base period has been computed at \$.035 per kWhr.

(d) The current Comparison Period shall be defined as the month previous to the billed usage period.

(e) That as soon as possible after the end of each current Comparison Period, the cost of purchased energy per kWhr during said period shall be compared and the ECA shall be computed. The ECA shall be expressed as an amount per kWhr and the ECA shall go into effect at the next billing period after the end of the Current Comparison Period and shall remain in effect until a new ECA has been computed.

(f) The ECA rate shall be multiplied by a factor of 1.0 and by the number of kWhrs consumed by each customer and added to each bill for electrical service rendered.

(5) Penalty charge for delayed payment. A charge equal to 10% of the bill for service shall be added to all bills not paid by the 10th day of the month after rendition of bills. If the 10th day shall be a Sunday or holiday, the net bill may be paid on the next day without penalty. All bills become delinquent if not paid by the 15th of the same month. All accounts in arrears will be charged at a rate of 1.5% per month, on the outstanding balance, on the 15th of the month.

(6) Tax adjustment. Any tax or charge imposed or levied by any taxing authority, including the State of Illinois State Public Utility Revenue Tax, shall be added to the customer's net bill.

(7) Insufficient funds fee. All payments made by check for bills paid under this chapter and returned for insufficient funds will be charged \$35 per check. This fee will be added to the customer's account and be included as due and payable subject to penalties as set forth in division (C)(5) of this section.

(Ord. 654, passed 9-5-95; Am. Ord. 854, passed 4-6-09; Am. Ord. 889, passed 8-15-11; Am. Ord. 906, passed 9-18-12; Am. Ord. 1057, passed 12-7-20; Am. Ord. 1125, passed 8-5-24)

Section 5. Section 52.32, entitled "COMMERCIAL RATE C1" of Chapter 52, entitled "ELECTRIC SYSTEM", of the Farmer City Code, is amended to read as set forth below:

§ 52.32 COMMERCIAL RATE C1.

(A) Availability. Any customer located in territory served by utility may take service under this rate subject to the following conditions:

(1) Customer is non- residential;

(2) That the energy delivered is not resold or redistributed; and

(3) That the customer does not have any electric generating equipment used to produce all or a portion of customer's electrical load requirements on a regular basis.

(B) Conditions of service.

(1) Service will be delivered to customer at no more than one of the following standard delivery voltages:

(a) Single phase service - 3 wire 120/240 volts;

(b) Three phase service - 4 wire 120/208 volts, grounded WYE;

(c) Three phase service - 4 wire 277/480 volts, grounded WYE.

(2) Utility will provide and maintain all facilities necessary to deliver one standard delivery voltage at one specified location to customer. Customer shall provide all necessary facilities for utilization of service at the specified delivery voltage and for the receipt at a single point of delivery.

(3) Customer will maintain its electric service entrance facilities in good repair and in full compliance with the requirements of all local, state, and national codes and standards including all applicable terms and conditions of the National Electric Code ("NEC") and the National Electric Safety Code ("NESC").

(C) Rates.

(1) Facilities charge \$28.75 per month.

(2) Energy charge:

Kilowatt-hours (kWhrs)

used in any one month Charges

First 800 \$0.1423 per kWhr.

Over 800 \$0.1108 per kWhr.

(3) Energy cost adjustment. The energy charges in subdivision (C)(2) are subject to the ECA outlined in Section 3.c. of the Residential Rate RI.

(4) Penalty charge for delayed payment. A charge equal to 10% of the bill for service shall be added to all bills not paid by the 10th day of the month after rendition of bills. If the 10th day shall be a Sunday or holiday, the net bill may be paid on the next day without penalty. All bills become delinquent if not paid by the 15th of the same month. All accounts in arrears will be charged at a rate of 1.5% per month, on the outstanding balance, on the 15th of the month.

(5) Tax adjustment. Any tax or charge imposed or levied by any taxing authority including the State of Illinois State Public Utility Revenue Tax shall be added to the customers net bill.

(6) Insufficient funds fee. All payments made by check for bills paid under this chapter and returned for insufficient funds will be charged \$35 per check. This fee will be added to the customer's account and be included as due and payable subject to penalties as set forth in division (C)(4) of this section.

(Ord. 532, passed 4-6-87; Am. Ord. 625, passed 9-20-93; Am. Ord. 654, passed 9-5-95; Am. Ord. 854, passed 4-6-09; Am. Ord. 889, passed 8-15-11; Am. Ord. 906, passed 9-18-12; Am. Ord. 910, passed 12-3-12; Am. Ord. 1057, passed 12-7-20; Am. Ord. 1125, passed 8-5-24)

Section 6. Section 52.33, entitled "COMMERCIAL RATE C1-D" of Chapter 52, entitled "ELECTRIC SYSTEM", of the Farmer City Code, is amended to read as set forth below:

§ 52.33 COMMERCIAL RATE C1-D.

(A) Availability. Any customer located in territory served by utility may take service under this rate subject to the following conditions:

- (1) Customer is non-residential, and
- (2) Customer's monthly demand, as determined by the utility, is more than 20 kW, and
- (3) That the energy delivered is not resold or redistributed, and
- (4) That the customer does not have any electric generating equipment used to produce all or a portion of customer's electrical load requirements on a regular basis.

(B) Conditions of service.

(1) Services will be delivered to customer at no more than one of the following standard delivery voltages:

(a) Secondary service:

Single phase service:

- 3 wire 120/240 volts
- 3 wire 120/208 volts

(Network)

Three phase service:

- 4 wire 120/208 volts,
grounded WYE
- 4 wire 277/480 volts,
grounded WYE

(b) Primary service: 2,400/4,160 or 7,200/12,470 volts, 4-wire grounded WYE connected, and as available at customer's location.

(c) Other standard voltage will be provided by utility, as available, under the terms of Utility's Rules Regulations and Conditions applying to Electric Service.

(2) Utility will provide and maintain all facilities necessary to deliver one standard delivery voltage at one specified location to customer. Customer shall provide all necessary facilities for utilization of service at the specified delivery voltage and for the receipt at a single point of delivery.

(3) Service shall be metered for both energy (kWhr) usage and demand (kW) usage. Demand integration shall be over 15 minute period.

(4) Customer shall be responsible for maintaining power factor at or above 85% lagging. If customer's power factor falls below 85% lagging, utility will provide written notice to customer of requirement to improve power factor above threshold level of 85% lagging. If customer fails to correct power factor within 90-days of such notice to a level acceptable to utility, utility reserves the right to apply power factor correction facilities outside of the customer's facilities at the cost of the customer. In lieu of adding power factor correction facilities, utility reserves the right to apply a monthly power factor penalty to customer. Such a monthly power factor penalty shall be calculated by dividing the actual monthly demand established by the customer (in kW) by the measured (less than 85%) monthly power factor (in per unit). The utility will apply the applicable monthly demand charge to the calculated monthly demand as a penalty for a monthly power factor below 85%.

(5) Customer will maintain its electric service entrance facilities in good repair and in full compliance with the requirements of all local, state, and national codes and standards including all applicable terms and conditions of the National Electric Code ("NEC") and the National Electric Safety Code ("NESC").

(C) Rates:

(1) Facilities charge \$33.75 per month.

(2) Energy charges:

Kilowatt-hours (kWhrs)

used in any one month Charges

For 250 X kW dem. \$0.1201 per kWhr.

Over 250 X kW dem. \$0.0716 per kWhr.

Max demand \$5.31 per kw.

(a) The maximum demand per month shall be the maximum demand established in the billing month.

(3) Intentionally left blank.

(4) Energy cost adjustment. The energy charges in subdivision (C)(2) are subject to the ECA outlined in § 52.31(C)(3).

(5) Penalty charge for delayed payment. A charge equal to 10% of the bill for service shall be added to all bills not paid by the 10th day of the month after rendition of bills. If the 10th day shall be a Sunday or holiday, the net bill may be paid on the next day without penalty. All bills become delinquent if not paid by the 15th of the same month. All accounts in arrears will be charged at a rate of 1.5% per month, on the outstanding balance, on the 15th of the month.

(6) Tax adjustment. Any tax or charge imposed or levied by any taxing authority including the State of Illinois State Public Utility Revenue Tax shall be added to the customer's net bill.

(7) Insufficient funds fee. All payments made by check for bills paid under this chapter and returned for insufficient funds will be charged \$35 per check. This fee will be added to the customer's account and be included as due and payable subject to penalties as set forth in division (C)(5) of this section.

(8) Insufficient funds fee. All payments made by check for bills paid under this chapter and returned for insufficient funds will be charged \$35 per check. This fee will be added to the customer's account and be included as due and payable subject to penalties as set forth in division (C)(6) of this section.

(Ord. 654, passed 9-5-95; Am. Ord. 854, passed 4-6-09; Am. Ord. 889, passed 8-15-11; Am. Ord. 906, passed 9-18-12; Am. Ord. 1057, passed 12-7-20; Am. Ord. 1125, passed 8-5-24)

Section 7. Section 52.34, entitled "GRAIN DRYING RATE" of Chapter 52, entitled "ELECTRIC SYSTEM", of the Farmer City Code, is deleted in its entirety.

Section 8. Section 52.37, entitled "PRIVATE OUTDOOR LIGHTING" of Chapter 52, entitled "ELECTRIC SYSTEM", of the Farmer City Code, is amended to read as set forth below:

§ 52.37 PRIVATE OUTDOOR LIGHTING.

(A) Availability. Any customer located in territory served by utility for outdoor lighting service notwithstanding availability provisions in any other rate that all requirements be supplied thereunder.

(B) Service to be furnished. The utility will furnish and operate the necessary facilities to supply service for outdoor lighting from dusk to dawn for the number of lighting units ordered by the customer, subject to the limitations set forth below.

(C) Charges.

Standard Initial

Lighting Unit Lumens

LED 42 watt \$102.50

High Pressure Sodium

100 Watt 9,500 \$102.50

250 Watt 30,000 \$192.98

400 Watt 50,000 \$226.35

(1) Intentionally left blank.

(2) If a transformer is required exclusively to serve such load, the customer shall pay for the installation of the transformer.

(3) Penalty charge for delayed payment. A charge equal to 10% of the bill for service shall be added to all bills not paid by the 10th day of the month after rendition of bills. If the 10th day shall be a Sunday or holiday, the net bill may be paid on the next day without penalty. All bills become delinquent if not paid by the 15th of the same month. All accounts in arrears will be charged at a rate of 1.5% per month, on the outstanding balance, on the 15th of the month.

(4) Tax adjustment. Any tax or charge imposed or levied by any taxing authority, including the State of Illinois State Public Utility Revenue Tax, shall be added to the customer's net bill.

(5) Insufficient funds fee. All payments made by check for bills paid under this chapter and returned for insufficient funds will be charged \$35 per check. This fee will be added to the customer's account and be included as due and payable subject to penalties as set forth in division (C)(3) of this section.

(D) Ownership and maintenance of facilities.

(1) The utility shall own and be responsible for the maintenance of utility facilities installed to render the service ordered by the customer, but the utility shall not be required to remove obstructions or trim trees that may interfere with proper distribution of light from lighting units. The customer will be responsible for the following:

(a) The removal of any obstruction to the installation of facilities.

(b) Provide any permits or easements required for their installation and maintenance.

(c) Provide for access to them by utility trucks. If a customer desires installation of a lighting unit on a customer owned pole, such pole must meet utility standards at the time of installation and as long as the lighting unit remains in service.

(Ord. 654, passed 9-5-95; Am. Ord. 906, passed 9-18-12; Am. Ord. 1057, passed 12-7-20; Am. Ord. 1125, passed 8-5-24)

Section 9. Section 52.39, entitled "NET METERING" of Chapter 52, entitled "ELECTRIC SYSTEM", of the Farmer City Code, is amended to read as set forth below:

§ 52.39 NET METERING.

(A) The city shall make available, upon request, net metering service to any customer taking service from the city and who meets the requirements set forth in this policy. For purposes of this policy, NET METERING means service to an electric customer under which electric energy generated by that electric customer from an eligible on-site generating facility owned by that customer and, under some circumstances, delivered to the local distribution facilities, may be used to offset electric energy provided by the city to the electric customer as provided for in this policy. For multi-unit residential and commercial buildings, if all units are on the same account it qualifies as a single customer for purposes of this policy. If individual units are separately metered and individual tenants have individual accounts, then the term "customer" only refers to the building owner and any usage by the owner. The city cannot be responsible to allocate renewable generation facilities to individual accounts in a multi-unit residential or commercial building. Before

the project starts construction, the customer must complete the attached application form and receive approval from the City Manager. Before the project in service date, the contractor must complete and deliver the attached Certification of Completion to the City Manager.

(B) For purposes of this policy, an eligible on-site generating facility shall be defined as a renewable generating facility such as a photovoltaic facility and small wind turbines. Other forms of renewable generation shall be considered on a case-by-case basis. In all cases, facilities interconnected must be deemed by the city to be renewable to qualify for this policy.

(C) The electric generating facility must also abide by the city's interconnection standards currently in place.

(D) Subject to the limitations set forth herein, the city shall make net metering service available upon request to any city residential electric customer with a qualifying generating facility of 10 kW capacity or less. For commercial and industrial accounts, the limit will be 20 kW.

(E) Any generating facility greater than the limits in division (D), but less than 1 MW shall be considered on a case by case basis. The decision with respect to such facilities shall be made by the City Manager.

(F) Notwithstanding the provisions in division (E), the city reserves the authority to limit the size of a customer net metered installation to a size such that the electrical output will not, as a matter of routine operation, exceed the electric load of the structure on which it is installed.

(G) Total net metered capacity interconnected under this policy for the city's system shall not exceed 2% of the system's peak as it existed in the prior calendar year. In the event that the system peak is reduced such that the existing net capacity exceeds the 2% level, those existing net metered customers shall be allowed to continue under this policy. However, no new interconnections will be allowed until such time as the system peak grows such that net metered capacity is again no greater than 2% of the system's peak.

(H) The city shall install a bi-directional meter to measure both the energy used by the customer from the city and the energy provided by the customer to the city. Energy used by the customer from the city, as reflected in the meter reading, shall be billed at the appropriate utility full retail rate. For any energy generated by the customer and provided to the city for a given billing period, as reflected in the meter reading, a credit shall be applied to the customer's bill based upon the city's avoided cost. Avoided cost shall be defined as the average cost in cents/KWh billed to the city by its power supplier for the previous month. In the event of termination of an account qualifying for net metering under this policy, any outstanding credits are surrendered. Under no circumstances shall

there be payments or credit transfers for excess energy generated by the customer. Each customer's account shall be trued up monthly and adjustments, either credit or debit, will be made to the customer's account interest free.

(I) Any costs the city incurs associated with the net metering program, including but not limited to changes in metering (to include installation of a bi-directional meter), other physical facilities or billing-related costs, shall be born by the participants in the net metering program provided however that such costs shall be capped at \$1,000 to each qualifying customer interconnecting facilities of 10 kW or less. For those facilities greater than 10 kW that are deemed to qualify under this policy, all costs associated with the program shall be born by the participant.

(J) In addition to the cost referenced in division (I), the city shall charge a distribution system utilization fee of (\$0.00) to ensure all customers pay a share of the costs of maintenance and improvements to the distribution system. This fee is exclusive to customers who receive net metering services under this policy and represents the non-bypassable costs associated with maintaining the distribution system that backs up net metered generation.

(K) The city shall develop such rules, regulations and documents as needed to implement this policy. The city reserves the right to interpret, amend or rescind this policy. Any modification of the policy shall become effective the date of its issuance unless otherwise noted. Nothing herein is intended to or should be construed as a contractual offer or creating any contractual obligation on the part of the city.

(Ord. 1008, passed 6-4-18; Am. Ord. 1059, passed 2-2-21; Am. Ord. 1125, passed 8-5-24)

Section 10. 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 11. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

Section 12. 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 13. Publication. The City Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form immediately after passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,
COUNTY OF DEWITT, ILLINOIS THIS 5th DAY OF August, 2024.

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

PASSED this 5th day of August 2024.

Angie Wanserski, City Clerk

APPROVED this 5th day of August 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 5th day of August, 2024, insofar as same relates to the adoption of Ordinance No. 1125, entitled:

An Ordinance Amending Chapter 52: Electric System

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 _____ day of _____, 2024.

(SEAL)

Angie Wanserski, City Clerk

ORDINANCE 1126

AN ORDINANCE AMENDING THE APPROVED ANNUAL BUDGET FOR THE CITY OF FARMER CITY FOR THE FISCAL YEAR BEGINNING MAY 1, 2024 AND ENDING APRIL 30, 2025

WHEREAS, the City of Farmer City is an Illinois municipal corporation, organized and operating pursuant to the laws and constitution of the State of Illinois; and

WHEREAS, the City has provided for the preparation and adoption of an Annual Budget;

WHEREAS, the Annual Budget for the City of Farmer City for the fiscal year beginning May 1, 2024 and ending April 30, 2025 as prepared by the Budget Officer for the City and submitted to the Mayor and City Council, was approved by the City Council on April 15, 2024 as provided by statute;

WHEREAS, unexpected expenditures and changes sometimes become necessary during the course of the fiscal year after adoption of the budget.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Farmer City, DeWitt County, Illinois, that

Section One: The annual Budget for the City of Farmer City for the fiscal year beginning May 1, 2024 and ending April 30, 2025 is hereby amended as follows, per the attached Exhibit A.

Section Two: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

Approved and passed this 5th day of August 2024.

AYES: ___ NAYS: ___ ABSTAIN: ___ ABSENT: ___

Scott Testory, Mayor

Angie Wanserski, City Clerk

**FARMER CITY BUDGET AMENDMENT ORDINANCE
FOR FY 2024/25**

GENERAL FUND

	Budget	Update	
521-840	0	<u>5,000</u>	Fridge, furniture for auxiliary building
552-612	0	<u>40,000</u>	Carryover from FY 24
552-612	0	<u>15,000</u>	Carryover from FY 24 bathroom leveling; dog park be
555-611	<u>500</u>	<u>17,500</u>	New pump/pump system work
541-657	<u>3,000</u>	<u>17,500</u>	Carryover from FY 24; Tools
541-568	0	<u>5,000</u>	Carryover from FY 24; final payment
541-571	<u>2,500</u>	<u>7,000</u>	True cost vs estimate at start of year
	<u>6,000</u>	<u>107,000</u>	

FORWARD TIF

240-890	53,500	85,000	Carryover from FY 24;
	<u>53,500</u>	<u>85,000</u>	

WATER FUND

510-840	0	6,000	Carryover from FY 24
510-850	25,000	140,000	Carryover from FY 24

25,000 140,000

SEWER FUND

520-848	Lift station generator	0	56,000	Carryover from FY 24
		<u>0</u>	<u>56,000</u>	

ELECTRIC FUND

530-847	Breakers	0	22,000	Carryover from FY 24
		<u>0</u>	<u>22,000</u>	

August 1, 2024

Sue McLaughlin
City Manager
City of Farmer City
105 South Main Street
Farmer City, Illinois 61842

RE: City of Farmer City - Utility Extensions for New Development Site

Dear Sue,

Thank you for the opportunity to submit our proposal for engineering services for the referenced project. The following demonstrates our understanding of the project, the scope of services we propose, our compensation in exchange for services and the schedule on which those services will be rendered.

BACKGROUND

The City of Farmer City plans to extend water, sewer, and electric utilities to serve multifamily units and commercial businesses on land at the northwest corner of Interstate 74 and Illinois Route 54. The following is the scope of services that Fehr Graham will provide to support the project.

SCOPE OF SERVICES

Water and Sewer

The scope of services to be provided by Fehr Graham include:

- » Supplemental topographic survey (if needed).
- » Fehr Graham will contract with a geotechnical engineering firm to provide soil borings.
- » Design meetings with City personnel and the land developer for coordination.
- » Water main extension design, plan drawings, and specifications.
- » Gravity sanitary sewer extension design, plan drawings, and specifications.
- » Lift station design, plan drawings, and specifications.
- » Preparation of Illinois Environmental Protection Agency permit applications.
- » Opinion of Probable Cost.
- » Bidding phase services will include coordination of bid advertisement, attending Pre-bid meeting/bid opening, preparation of a bid tabulation, and recommendations for award.

Basic Fee: \$75,000

Electric/Power

Design of New 4kV Service

Gonzalez will design the new electric service extension from the existing City-owned 4kV distribution lines to the new development near the intersection of Route 54 and Interstate 74. The distribution lines are located along Interstate 74, which runs parallel to the southwestern boundary of the parcel.

- » The design package will include plans, specifications, and a bill of materials for an extension to a new padmount transformer on the parcel. It is unknown if the extension will be entirely underground, or if a portion will be overhead.

- » The extension from the distribution line to the new padmount transformer will tap off of the existing distribution line along Interstate 74 towards the West crossing onto the parcel.
- » The design will not take into account any environmental factors, that will be the responsibility of the developer to provide as design input as necessary.
- » The design will utilize any standards provided by Farmer City for poles, disconnect switches, switchgear, padmount transformers, etc.
- » The design will include switchgear to allow for the future expansion.
- » This design package will be included in a bid event for construction services performed by a contractor hired by Farmer City, this proposal includes creating a full bid package and time to support the bid event.

Basic Fee: \$19,950

Additional Electric/Power Services

Scoping Effort 1 – Initial Analysis

Gonzalez will review the existing system configuration, ratings, and capabilities. This includes the review of the electronic system model created by the prior consultant as well as the system analysis or load study provided by the prior consultant. Based on the analysis of the existing system and prior studies, Gonzalez will discuss findings and recommendations with Farmer City as well as the possibility of upgrading the 4kV line to 12kV. Gonzalez and Farmer City will identify potential 12kV solutions and evaluate the benefits, challenges, and risks of the scope alternatives to determine feasibility and most beneficial solution. Farmer City will determine if a final scope decision can be made at this time and design can begin, or if should continue to Scoping Effort 2.

- » This does not include incorporating the scope alternatives into the system model and doing a full analysis. This can be done in Scoping Effort 2 if Farmer City wishes to proceed.
- » Any scope decisions will be determined based on the analysis of the prior study done as well as leaning on past best practices.
- » Farmer City will make ultimate scope decisions with the support and guidance of Gonzalez.
- » Duration is approximately two weeks.
- » This does not include design costs for a 12kV configuration. The cost of design will be based on final scope decisions coming out of the scoping effort.

Additional Fee: \$6,350

Scoping Effort 2 – 12kV Scope Alternatives Analysis

Gonzalez will incorporate the various 12kV scope alternatives into the electronic system model and perform a power systems study. Gonzalez will analyze the impacts and discuss the results with Farmer City. Gonzalez and Farmer City will evaluate the benefits, challenges, and risks of the scope alternatives to determine feasibility and most beneficial solution. Farmer City will determine if a final scope decision can be made at this time and design can begin, or if should continue to Scoping Effort 3.

- » This does not include estimating the cost of the scope alternatives. This can be done in Scoping Effort 3 if Farmer City wishes to proceed.
- » Any scope decisions will be determined based on the power system study analysis provided in Scoping Effort 2, prior feasibility discussions during Scoping Effort 1, and best judgment on cost.

- » The power systems study does not include a protective device study or creation of relay settings to ensure proper coordination of existing or new protective devices, and will potentially be needed to execute the final scope of work.
- » Farmer City will make ultimate scope decisions with the support and guidance of Gonzalez.
- » Effort (and cost) may be adjusted based on number of alternatives studied.
- » Duration is approximately two weeks.
- » This does not include design costs for a 12kV configuration. The cost of design will be based on final scope decisions coming out of the scoping effort. wo

Additional Fee: \$7,700

Scoping Effort 3 – 12kV Scope Alternatives Cost Analysis

Gonzalez will create high-level cost estimates for the various 12kV scope alternatives. Gonzalez and Farmer City will evaluate the costs and benefits of the scope alternatives. Farmer City will determine final scope and Gonzalez can begin design.

- » Any scope decisions will be determined based on the power system study analysis provided in Scoping Effort 2, prior feasibility discussions during Scoping Efforts 1 and 2, and estimated costs provided in Scoping Effort 3.
- » The cost estimates will be high-level to aid in decision-making only and not necessarily indicative of material and labor costs at the time of procurement.
- » The cost estimates may not include any additional protective devices needed on the line.
- » A protective device study may need to be performed based on final scope of work and would result in a change order.
- » Farmer City will make ultimate scope decisions with the support and guidance of Gonzalez.
- » Effort (and cost) may be adjusted based on number of alternatives studied.
- » Duration is approximately two weeks.
- » This does not include design costs for a 12kV configuration. The cost of design will be based on final scope decisions coming out of the scoping effort.

Additional Fee: \$4,950

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Subdivision or easement plats.
- » Environmental services.
- » Construction phase services.
- » Permit fees.
- » Utility locates.
- » Conduit system from the padmount transformer to the new multi-family units, this will be part of the developer's scope of work.
- » Fiber optic communications.

Any of the above services can be performed at an additional cost to the project upon request.

FEES

Fehr Graham will complete the above-described scope of services for lump sum fees outlined as follows:

Basic Services

Water and Sewer	\$75,000
Electrical/Power	\$19,950

Additional Electric/Power Services

Scoping Effort 1 – Initial Analysis	\$6,350
Scoping Effort 2 – 12kV Scope Alternatives Analysis	\$7,700
Scoping Effort 3 – 12kV Scope Alternatives Cost Analysis	\$4,950

All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.

Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup.*

SCHEDULE

Survey work is scheduled to start upon receipt of signed agreement, subject to weather conditions, with design to immediately follow. Electric/power design duration is approximately six weeks including time for drawing review and approval by Farmer City. The tentative schedule will target bidding the project in the first quarter of 2025 to allow for spring/summer 2025 construction.

AUTHORIZATION

We look forward to continuing our relationship with the City of Farmer City. We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

Sincerely,



Matthew A. Johnson, PE, SE
Principal

MAJ:lmb

Enclosure

FEHR GRAHAM

ENGINEERING & ENVIRONMENTAL

AGREEMENT FOR PROFESSIONAL SERVICES

Client Sue McLaughlin
City Manager
City of Farmer City
105 South Main Street
Farmer City, Illinois 61842

309.928.3412

Description of Services:

City of Farmer City – Utility Extensions for New Development Site

Fehr Graham will provide professional services related to Utility Extensions for the New Development Site as detailed in our proposal letter dated August 1, 2024.

COST: The fixed fee for performing the above services will be based upon the following:

		Please check the approved services
Basic Services		
Water and Sewer	\$75,000	<input type="checkbox"/>
Electrical/Power	\$19,950	<input type="checkbox"/>
Additional Electric/Power Services		<input type="checkbox"/>
Scoping Effort 1 – Initial Analysis	\$6,350	<input type="checkbox"/>
Scoping Effort 2 – 12kV Scope Alternatives Analysis	\$7,700	<input type="checkbox"/>
Scoping Effort 3 – 12kV Scope Alternatives Cost Analysis	\$4,950	<input type="checkbox"/>

ESTIMATED COMPLETION DATE: October 1, 2025.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By Matthew Johnson

Name

Matthew A. Johnson, PE, SE

Title

Principal

Date Proposed

08/01/2024

RESOLUTION 2024-109

RESOLUTION APPROVING A TIF 2 GRANT TO MIKE & DAVID ENGER

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, Mike and David Enger has requested reimbursement for the demolition of 209 N Main 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, Mike and David Enger have submitted two (2) quotes for the demolition – (1) Brandt Concrete and Excavation for \$13,560 and (2) Gilmore Excavating for \$12,000;

THEREFORE, the City Council hereby approves a 30% reimbursement for the demolition at 209 N Main St in the amount of \$3600.00

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 5th DAY OF AUGUST 2024

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

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: August 5, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: 209 N Main St

The attached is a request from Mike and David Enger for TIF assistance to demolish 209 N Main St. We have been pursuing the former owner, Ron Sigler, for months to either rehabilitate or demolish this property and currently have a civil action in court. This would allow us to dismiss the claim against Sigler for this property and clean it up.

The applicant submitted 2 quotes: (1) Brandt Concrete & Excavation for \$13,560; (2) Gilmore Excavating for \$12,000.

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 \$2,400 (20%) and \$3,600 (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 Mike + David Enger

Business name N/A

Mailing address 303 N. Main St., Farmer City, IL 61842

Applicant phone number 217-530-3669 Fax number _____

E-mail address dwsenger@gmail.com

Grant recipient's name David Enger
Michael Enger

Grant recipient's Social Security number OR David - 357-78-9849
Federal employer identification number (FEIN) Michael 321-70-0438

Type of business entity
 individual corporation
 partnership other 2 Individuals

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

Building name _____

Building address 209 N Main St

How is the title to the property held?

individual corporation land trust
 partnership limited liability company other 2 Individuals

Same as grantee? yes no

Name(s) of property owner(s) Michael + David Enger

(NOTE: All beneficial owners of a land trust, members of a limited liability company and partners in a partnership must be listed.)

Owner(s) telephone numbers Mike ~~217-402-2590~~
217-402-2591

Property information

Property index number(s)

05-28-328-001

Project information

Current use(s): Dilapidated Building

General project description: Tear down and dispose of.

Project financing

___ bank private other _____

Bank name N/A

Bank address N/A

Bank contact N/A

Contact's telephone number _____

Escrow agent (if applicable) N/A

Escrow institution N/A

Escrow institution's address N/A

Escrow agent's telephone number N/A

Received (date), _____

Applicant's signature [Signature]
Michael W. G.



ESTIMATE

Gilmore Excavating LLC
13468 Dupont Rd.
Farmer City, IL 61842
gairforce21@aol.com
(309) 830-5363

Jul 8, 2024
Due on Receipt
Sep 8, 2024

Mike Enger
303 North main Street
Farmer City, IL 61842

Item	Quantity	Rate	Amount
Demolition for 1,710sqft house and hauled away.	1	\$5,100.00	\$5,100.00
Foundation removed and hauled away.	1	\$3,400.00	\$3,400.00
Disposal fee.	1	\$2,500.00	\$2,500.00
Backfilling with clay and compacting back to existing grade.	1	\$1,000.00	\$1,000.00
			\$12,000.00

Thank you for considering us for your project
Price range [10,500-12,000]

Gilmore Excavating LLC (309) 830-5363

267422

RECORDED ON:

07/18/2024 02:36:46 PM

RECORDING FEE 62.00

RNSP 18.00

STATE STAMPS 1.50

COUNTY STAMPS 0.75

DEWITT IL COUNTY RECORDER

KARI HARRIS, CLERK RECORDER

NUMBER OF PAGES: 2

WARRANTY DEED

Statutory (Illinois)

MAIL TO:

David Enger
25985 Greenleaf Rd.
Farmer City, IL 61842

NAME & ADDRESS OF TAXPAYER:

David Enger
25985 Greenleaf Rd.
Farmer City, IL 61842

THE GRANTOR, RON SIGLER, a divorced person, for and in consideration of TEN DOLLARS and other good and valuable considerations in hand paid,

CONVEYS AND WARRANTS to DAVID W.S. ENGER, a married person, and MICHAEL W. ENGER, a married person, as tenants in common, all interest in the following described Real Estate, to wit:

Lot 2 and 12 feet off the full North side of Lot 1 in Block 15 in Weedman and McCord's Addition to the Town, now City of Farmer City, subject to all zoning ordinances, easements and restrictions of record, situate in the County of DeWitt, in the State of Illinois,

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

Permanent Index Number: 05-28-328-001

Property Location: 209 N. Main St., Farmer City, IL 61842

Dated this 17th day of JULY, 2024.


Ron Sigler



STATE OF ILLINOIS)
)
COUNTY OF DEWITT) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Ron Sigler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 17th day of July, 2024.

IMPRESS SEAL HERE

Kevin G. Hammer
Notary Public



THIS INSTRUMENT PREPARED BY:

KEVIN HAMMER #6256048
ATTORNEY AT LAW
219 EAST MAIN STREET
CLINTON, ILLINOIS 61727
Tel: 217/935-7063
Fax: 217/935-7072
kevinghammer@hotmail.com

RESOLUTION 2024-108

RESOLUTION APPROVING A TIF 2 GRANT FOR FARMER CITY MASONIC LODGE

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, Farmer City Masonic Lodge has requested reimbursement to purchase a chair lift to make the building at 226 S Main St ADA accessible, 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, Farmer City Masonic Lodge has submitted two (2) quotes for the repair – (1) AmeriGlide Accessibility Solutions for \$3455.95 and (2) Lifts of Illinois for \$6600.00;

THEREFORE, the City Council hereby approves a 30% reimbursement for chair lift purchase at 226 S Main St in the amount of \$1036.79.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 5th DAY OF AUGUST 2024

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

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: August 5, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: 226 S Main St

The attached is a request from the Farmer City Masonic Lodge #710 for TIF assistance to install a chair lift to make the building ADA accessible at 226 S Main St.

The applicant submitted 2 quotes: (1) AmeriGlide Accessibility Solutions for \$3,455.95; (2) Lifts of Illinois for \$6,600.

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 \$691.19 (20%) and \$1,036.79 (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 Zack Mckitrick

Business name Farmer City Masonic Lodge #710

Mailing address PO Box 32, Farmer City, IL 61842

Applicant phone number 217-671-9264 Fax number N/A

E-mail address zmckitrick@yahoo.com

Grant recipient's name Farmer City Masonic Lodge #710

Grant recipient's Social Security number OR Federal employer identification number (FEIN) 23-7167154

Type of business entity
individual corporation
partnership x other 501c10

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

Building name Farmer City Masonic Lodge #710

Building address 226 S. Main St., Farmer City, IL 61842

How is the title to the property held?

individual corporation land trust
partnership limited liability company x other 501c10

Same as grantee? x yes no

Name(s) of property owner(s) 2024 Officers: Kurtis Bozarth, Joe Bainbridge, Peter Cox, Zack Mckitrick, Brent Cordes

(NOTE: All beneficial owners of a land trust, members of a limited liability company and partners in a partnership must be listed.)

Owner(s) telephone numbers 815-978-0437, 414-412-2155, 217-419-4588, 217-671-9264, 309-830-2944

Property information

Property index number(s) 341.024

Project information

Current use(s): Aid members with ascending our staircase.

General project description:

Purchase & Installation of a new chair lift for our entry staircase, replacing our current 1994 model

Project financing

 bank private X other Savings

Bank name Heartland Bank

Bank address 333 S Main St, Farmer City, IL 61842

Bank contact Sally White

Contact's telephone number 309-928-2161

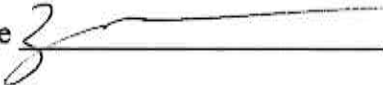
Escrow agent (if applicable) -

Escrow institution -

Escrow institution's address -

Escrow agent's telephone number -

Received (date) _____

Applicant's signature 

5110 Atlantic Ave.
 Raleigh, NC 27616
 1 (800) 790-1635



Sales Quotation #74308

For Cliff Rogers
Created 7/8/24
Good Through 7/15/24
Prepared By Abbie Basham

Item	Qty	Price	Ext.
AmeriGlide - Rave 2	1	\$3,401.00	\$3,401.00
Seat Style			
Soft Vinyl Seat, Taupe - Swivels At The Top Stop Only		incl.	
Options			
Seat Belt		incl.	
Track Lengths Selection: 15' (180") is Standard *			
15' (180") of Track		incl.	
Bracket Length			
Standard		incl.	
Options			
Key Lock		\$164.00	
Call Stations			
Top & Bottom Call-Send Stations		incl.	
Orientation (looking UP the staircase)			
The stair lift will be on the left		incl.	
Installation			
Self Installation		incl.	
Additional Track (Maximum 70' Including the 15' Standard Track)			
5' of Additional Track	2	@\$571.00	
		ea	
		= \$1,142.00	

Promotion: CONTRACTORDISC

	-\$170.05
Item	\$3,230.95
Total	

Item	Qty	Price	Ext.
		Est. Tax	EXEMPT
		Shipping	\$225.00
		Total	\$3,455.95

if clicking buy now does not work, copy and paste or type the following into your browser:
<http://www.ameriglide.com/redeemQuote.html?q=6EQOLIXUB6LDI.BX1>

Buy Now

RESOLUTION 2024 - 110

RESOLUTION ENTERING INTO A CONSULTING AGREEMENT BETWEEN SUE MCLAUGHLIN AND THE CITY OF FARMER CITY

WHEREAS , City Manager Sue McLaughlin has resigned her position effectively August 16, 2024;

WHEREAS, the City intends to undertake a recruitment process to find a replacement City Manager, which make take several months;

WHEREAS, the City desires to have Ms. McLaughlin provide certain services to the City during the transition; and

WHEREAS, the City of Farmer City wishes to compensate Ms. McLaughlin for her expertise and time during this transition;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Farmer City:

1. The City of Farmer City will provide hourly compensation at the rate of \$25.00 per hour (but no benefits) to Ms. McLaughlin for services rendered during the period of recruitment between August 19, 2024 and November 19, 2024 but either party may terminate the agreement at any time for any reason;
2. The City and Ms. McLaughlin may extend those services an additional 3 months through February 19, 2025, if needed, at which time, this agreement will be reevaluated.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 5th DAY OF AUGUST 2024

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA a division of MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the **CITY OF FARMER CITY** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both GovTemps and the Client. GovTemps has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with GovTemps and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor

Relations Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify GovTemps for the workers compensation claims of the Assigned Employee(s) and GovTemps agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold GovTemps harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employees. GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a "public employee" under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee" under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

- (a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives,

and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) GovTemps shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7

of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against GovTemps with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this

Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) GovTemps' breach of its obligations under this Agreement; (b) actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of GovTemps or any of the GovTemps Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the GovTemps parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully

pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01.

Mandatory Mediation/Arbitration.

- (a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a "Claim"), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.

- (b) Mandatory Mediation. In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.

- (c) Mandatory Arbitration. Any Claim not resolved by mediation as set forth in paragraph 9.01(b) hereof ("the Mediation Claim"), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be

initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.

- (d) Hearings and Award. The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to Gov Temps:

Gov Temps/MGT Consulting
790 Frontage Road Suite 213
Northfield, Illinois 60093
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

If to Client:

City of Farmer City
105 S. Main Street
Farmer City, Illinois 61842
Attention: Mayor Scott Testory
Telephone: 309-928-3412
Electronic Mail: stestory@cityoffarmrcity.org

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

GOVTEMPSUSA, A division of MGT of AMERICA CONSULTING, LLC

By _____

Name: A. Trey Traviesa
Title: CEO – GovTemps/MGT Consulting

EFFECTIVE DATE: August 12, 2024

CLIENT

By _____

Name: _____

Title: _____

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Austin Edmondson

POSITION/ASSIGNMENT: Interim City Manager

POSITION TERM: August 12, 2024 – November 15, 2024. Upon mutual agreement of both parties, the agreement may be extended up to February 14, 2025. Either party may terminate the agreement at any time by providing two weeks advance written notice.

BASE COMPENSATION: \$4,200/week (based on a 40/hour work week at a rate \$105/hour) Compensation assumes assigned employee will be paid for holidays on the same schedule client provides to its employees. Specific hours of work will be determined between the client and the employee and may include pre-approved work on a remote basis.

OTHER - PTO: Client will provide forty (40) hours of personal time off (PTO) to the employee in a *Time Bank* for use in the position term. Time off for leave shall be approved in advance by the Mayor and shall not be paid out if not used.

OTHER – Lodging and Travel: Client will directly arrange or reimburse employee for temporary lodging, and reimburse employee for one round trip from his primary residence to the City.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

**GOVTEMPS/MGT of AMERICA
CONSULTING, LLC**

CLIENT:

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

DOES NOT APPLY

RESOLUTION 2024-111

RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYEE LEASING AGREEMENT WITH GOVTEMPSUSA

WHEREAS, the city of Farmer City, Illinois has adopted the managerial form of government;

WHEREAS, the employment of a municipal manager is a matter pertaining to the local government and affairs of the city of Farmer City;

WHEREAS, the city of Farmer City has authority pursuant to the Illinois Municipal Code (65 ILCS 5/5-3-7 et. seq.) to appoint a municipal manager;

WHEREAS, Sue McLaughlin has been serving as Municipal Manager since 2017 and will leave City employment on August 16, 2024; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Farmer City to enter into an Agreement with GovTempsUSA to provide an interim Municipal Manager during the permanent recruitment process to find a replacement for Ms. McLaughlin;

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

FIRST: that the mayor be authorized to execute for and on behalf of the City of Farmer City an Employee Leasing Agreement with GovTempsUSA, a division of MGT of AMERICA CONSULTING LLC
A copy of said Agreement, marked Exhibit A, is attached hereto and incorporated herein by reference.

SECOND: that the city clerk be and she is hereby authorized and directed to attest to the signature of the mayor on said agreement and retain in the city clerk's office a fully executed original of said agreement for public inspection.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 5th DAY OF August, 2024. .

AYES: NAYS: ABSTAIN: ABSENT: __

ATTEST:

Scott Testory, Mayor

Angie Wanserski, City Clerk

RESOLUTION 2024-112

RESOLUTION AUTHORIZING EXECUTION OF RECRUITMENT AGREEMENT FOR THE CITY MANAGER POSITION WITH GOVHRUSA

WHEREAS, the city of Farmer City, Illinois has adopted the managerial form of government;

WHEREAS, the employment of a city manager is a matter pertaining to the local government and affairs of the city of Farmer City;

WHEREAS, the city of Farmer City has authority pursuant to the Illinois Municipal Code (65 ILCS 5/5-3-7 et. seq.) to appoint a city manager;

WHEREAS, Sue McLaughlin, the current City Manager, has resigned her position effective August 16, 2024; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Farmer City to enter into said Recruitment Agreement with GovHR USA to recruit a replacement City Manager;

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

FIRST: that the mayor be authorized to execute for and on behalf of the City of Farmer City a Recruitment Agreement with GovHR USA
A copy of said Agreement, marked Exhibit A, is attached hereto and incorporated herein by reference.

SECOND: that the city clerk be and she is hereby authorized and directed to attest to the signature of the mayor on said agreement and retain in the city clerk's office a fully executed original of said agreement for public inspection.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 5th DAY OF August, 2024.

AYES: NAYS: ABSTAIN: ABSENT:___

ATTEST:

Scott Testory, Mayor

Angie Wanserski, City Clerk