

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY FEBRUARY 3, 2025
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

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

CONSENT AGENDA

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

- A. Approval of the minutes of the December 2, 2024 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Discussion regarding “Adding Chapter 98: Noise”
- B. Resolution 2025-122 approve a TIF Grant for Tabelaing Development Company in the amount of \$29,603.75 for reimbursement of development costs.
- C. Ordinance 1136 An Ordinance Correcting Scrivener’s Error in Zoning Code.
- D. Approval of a 3-month agreement between Donohue Engineering and the City of Farmer City for sewer operations.
- E. Approval of the purchase and installation of 2 flock cameras for the amount of \$8500.00.
- F. Ordinance 1137 An Ordinance Prohibiting Through Truck Traffic on Designated Streets and Creating Schedule VIII: Through Truck Traffic Prohibited in Chapter 77: Traffic Schedules in Title VII: Traffic Code

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 REGULAR MEETING

DECEMBER 2, 2024 6 p.m.

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

Also, in attendance: Interim City Manager Austin Edmondson, City Clerk Angie Wanserski and City Attorney Joe Chamley.

PLEDGE OF ALLEGIANCE TO THE FLAG

PROCLAMATION/PRESENTATION

PUBLIC COMMENT William Walsh appeared before council to discuss 2 issues. The first was a question asking if the city has a special electric rate for heating. The second issue is in regards to barking dogs. There are 2 dogs in the 600 block of Market St that are of concern. Mr. Walsh has called Cencom regarding them and was asked if he would like to file a complaint or have the police department do a welfare check on the animals. Mr. Walsh is asking council to consider doing a resolution regarding excessive barking.

CONSENT AGENDA

- A. Approval of the minutes of the November 4, 2024 and November 25, 2024 council meetings.
- B. Fund Warrant List

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

UNFINISHED BUSINESS – Ordinances or resolutions previously tabled

NEW BUSINESS

- A. Discussion regarding “Adding Chapter 98: Noise”.
Joe Chamley was asked by a councilman to provide a more advanced noise ordinance. He reviewed other cities and has brought forth a preliminary ordinance for councils’ review. Attorney Chamley did question what council wanted to the noise ordinance to say regarding the racetrack. Council was in agreement that the racetrack should be exempt from the proposed guidelines yet have a time limit imposed. Council was asked to look over what has been proposed and provide their feedback and concerns so that a final version can be brought back for a vote at a future council meeting.

2ND ROLL CALL Present: Councilmembers Willard McKinley, David Walsh, and Jason Strough. Absent: Shelley Friedrich.

- B. Ordinance 1136 2024-2025 Tax Levy
The current tax levy is down. Our EAV is up 2 million dollars. There is only a \$23,000 increase over last year so no public hearing is required.
MOTION by McKinley, seconded by Strough, to approve Ordinance 1136 2024-2025 Tax Levy.
Voting yes: Testory, Walsh, McKinley and Strough. Motion carried.

C. Approve the taser grant's additional costs to Axon Enterprise, Inc.

Chief Guest is requesting council approval for additional yearly costs associated with taser instruction. He has been approved for an ILEAS taser grant for the purchase of 5 Taser 10 Packages in the amount of \$15,686. Chief Guest has provided council with 2 options: package #1 for \$3373.28 yearly for 5 years and packet #2 for \$5222.79 yearly for 5 years. Package 2 is a more robust package and will come with a virtual headset that offers a virtual range for officer training. More training will ultimately lesson officer liability.

MOTION by McKinley, seconded by Strough, to approve the taser grant's additional costs to Axon Enterprise, Inc.

MOTION by McKinley, seconded by Strough, to restate the motion to reflect the approval of package #2 in the amount of \$5222.79 for the taser grant's additional costs to Axon Enterprise, Inc. Voting yes: Walsh, McKinley, Testory, Strough. Motion carried.

EXECUTIVE SESSION

CITY MANAGER REPORT

Interim City Manager Edmondson informed council that he is preparing for the transition to a new city manager. The city has received a long overdue payment of \$75,000 for the John St project. There is no video from the last meeting as there was an operator error. Edmondson also thanked council for having him and reminded council that this would be his last council meeting.

NON-AGENDA ITEMS AND OTHER BUSINESS

ADJOURNMENT

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

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
EVANS FROEHLICH BETH & CH	160.00	NOISE ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	300.00	OFFICE ISSUE	DSB
McLAUGHLIN, SUE	100.00	ADMIN SERVICES	DSB
U.S. BANK	1,683.00	U.S. BANK	DSB
U.S. BANK	73.27	U.S. BANK	DSB
COOPER, BILLIE	300.00	MONTHLY SERVICES	DSB
LOCALGOVNEWS.ORG	1,860.00	2025 SUBSCRIPTION	DSB
T-MOBILE	33.83	MONTHLY PHONE & INTERNET	DSB
MGT IMPACT SOLUTIONS LLC	16,800.00	ADMIN SERVICES	DSB
CIVIC SYSTEMS LLC	5,582.00	SERVICE & SUPPORT 1-25 TO 6-25	DSB
SWINDERMAN INC.	118.75	CAMERA SERVICE CALL	DSB
QUADIENT FINANCE USA INC.	200.00	POSTAGE	DSB
CITY OF FARMER CITY	393.35	MONTHLY UTILITIES	DSB
NICOR GAS	70.79	NICOR GAS	DSB
NICOR GAS	181.65	NICOR GAS	DSB
U.S. BANK	290.27	U.S. BANK	DSB
MTK TECHNOLOGIES INC.	881.00	MONTHLY IT SERVICES	DSB
U.S. BANK	1.59	U.S. BANK	DSB
U.S. BANK	32.98	U.S. BANK	DSB
HINCKLEY SPRINGS	56.59	MONTHLY WATER	DSB
U.S. BANK	77.21	U.S. BANK	DSB
U.S. BANK	204.02	U.S. BANK	DSB
EVANS FROEHLICH BETH & CH	480.00	CITY COUNCIL MEETING	DSB
AMERICAN LEGAL PUBLISHING	550.00	INTERNET RENEWAL	DSB
U.S. BANK	109.74	U.S. BANK	DSB
U.S. BANK	263.03	U.S. BANK	DSB
MEIER AUTOMOTIVE	248.85	1099 adjustment	DSB
MEIER AUTOMOTIVE	248.85-	1099 adjustment	DSB
MEIER AUTOMOTIVE	1,297.15	1099 adjustment	DSB
MEIER AUTOMOTIVE	1,297.15-	1099 adjustment	DSB
U.S. BANK	74.33	U.S. BANK	DSB
HORIZON CONNECTIONS	220.00	POLICE NETWORK SERVICE	DSB
DEWITT COUNTY CENCOM	38,512.60	THIRD & FOURTH QUARTER 2024 CENCOM SERVICES	DSB
VERIZON	186.30	MONTHLY TELEPHONE	DSB
U.S. BANK	40.00	U.S. BANK	DSB
U.S. BANK	12.10	U.S. BANK	DSB
CITY OF FARMER CITY	284.03	MONTHLY UTILITIES	DSB
U.S. BANK	39.93	U.S. BANK	DSB
ILLINOIS OFFICE OF THE ATTO	30.00	OFFENDER TRAINING & EDUC FUND	DSB
ILLINOIS STATE POLICE	30.00	OFFENDER REGISTRATION FUND	DSB
TREASURER OF THE STATE OF	5.00	OFFENDER MGMT BOARD FUND	DSB
BIRKEY'S	2,751.10-	1099 adjustment	DSB
BIRKEY'S	2,751.10	1099 adjustment	DSB
CENTRAL ILLINOIS AG	180.20	VEHICLE PARTS	DSB
NAPA AUTO PARTS	65.48	VEHICLE FLUID	DSB
NAPA AUTO PARTS	181.32	STREETS VEHICLE PARTS	DSB
NAPA AUTO PARTS	166.93	VEHICLE PARTS	DSB
RAHN EQUIPMENT COMPANY	47.52	PLOW BOLT	DSB
T-MOBILE	33.82	MONTHLY PHONE & INTERNET	DSB
CITY OF FARMER CITY	294.02	MONTHLY UTILITIES	DSB
BIRKEY'S	1,400.86-	1099 adjustment	DSB
BIRKEY'S	1,400.86	1099 adjustment	DSB
NAPA AUTO PARTS	67.29	STREETS EQUIPMENT PARTS	DSB
NAPA AUTO PARTS	49.98	STREETS EQUIPMENT PARTS	DSB
RAHN EQUIPMENT COMPANY	45.00	STREET PARTS	DSB
McKINLEY WATER CONDITIONI	10.00	MONTHLY WATER	DSB
MEIER AUTOMOTIVE	82.69	SPARK PLUGS- PARKS	DSB

Vendor Name	Net Invoice Amount	Description	Created by
MEIER AUTOMOTIVE	401.22	1099 adjustment	DSB
MEIER AUTOMOTIVE	401.22	1099 adjustment	DSB
T-MOBILE	33.83	MONTHLY PHONE & INTERNET	DSB
HORIZON CONNECTIONS	75.00	SERVER MANAGEMENT/SUPPORT	DSB
CITY OF FARMER CITY	602.41	MONTHLY UTILITIES	DSB
NAPA AUTO PARTS	299.99	RUBBER BROOM	DSB
U.S. BANK	63.59	U.S. BANK	DSB
HORIZON CONNECTIONS	75.00	SERVER MGMT/SUPPORT	DSB
CITY OF FARMER CITY	93.49	MONTHLY UTILITIES	DSB
U.S. BANK	106.24	U.S. BANK	DSB
Total 100:	72,811.16		
120			
CITY OF FARMER CITY	105.54	MONTHLY UTILITIES	DSB
Total 120:	105.54		
270			
MAURER-STUTZ	5,125.00	SAFE ROUTES TO SCHOOL	DSB
FARMER CITY LIBRARY	617.48	TIF-2 SURPLUS PAYMENT	DSB
FARMER CITY FIRE PROTECTI	2,799.23	TIF-2 SURPLUS PAYMENT	DSB
SANTA ANNA ROAD DISTRICT	1,358.45	TIF-2 SURPLUS PAYMENT	DSB
SANTA ANNA TOWNSHIP	1,111.46	TIF-2 SURPLUS PAYMENT	DSB
BLUE RIDGE SCHOOL DIST	22,229.21	TIF-2 SURPLUS PAYMENT	DSB
ENGER, MIKE AND DAVID	3,600.00	TIF GRANT	DSB
Total 270:	36,840.83		
280			
PRAIRIE ENGINEERS P.C.	10,530.30	SIDEWALK IMPROVEMENTS	DSB
Total 280:	10,530.30		
490			
GFL ENVIRONMENTAL	12,492.94	MONTHLY SERVICE	DSB
Total 490:	12,492.94		
510			
JULIE INC.	255.20	ANNUAL ASSESSMENT	DSB
T-MOBILE	33.82	MONTHLY PHONE & INTERNET	DSB
FRONTIER	182.97	WATER PHONE	DSB
CITY OF FARMER CITY	1,728.83	MONTHLY UTILITIES	DSB
U.S. BANK	84.97	U.S. BANK	DSB
FEHR GRAHAM	1,875.00	WATER & SEWER	DSB
Total 510:	4,160.79		
520			
JULIE INC.	255.20	ANNUAL ASSESSMENT	DSB
T-MOBILE	33.83	MONTHLY PHONE & INTERNET	DSB
CITY OF FARMER CITY	6,772.25	MONTHLY UTILITIES	DSB
WATER SOLUTIONS UNLIMITED	10,868.60	SEWER CHEMICALS	DSB
LEROY TRUE VALUE HARDWAR	16.99	LAMP	DSB
INDUSTRIAL CHEM LABS & SER	147.23	LIFT STATION DEGREASER	DSB
FEHR GRAHAM	1,875.00	WATER & SEWER	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 520:	19,969.10		
530			
U.S. BANK	447.67	U.S. BANK	DSB
ENGER BROTHERS INC.	720.00	ELECTRIC REPAIRS	DSB
DRAKE SCRUGGS EQUIPMENT	3,810.00	1099 adjustment	DSB
DRAKE SCRUGGS EQUIPMENT	3,810.00	1099 adjustment	DSB
JULIE INC.	255.20	ANNUAL ASSESSMENT	DSB
BHMG ENGINEERS	632.02	EPA ANNUAL REPORTING	DSB
WHEELER WORLD INC	4,641.00	ELECTRIC PROF SERVICES	DSB
MIDWEST SERVICE CORPORAT	85.00	YEARLY CHARGE 2025	DSB
T-MOBILE	33.82	MONTHLY PHONE & INTERNET	DSB
IONWARE	250.00	UPGRADE ITRON FCS	DSB
U.S. POSTAL SERVICE	683.91	MONTHLY BILLS	DSB
QUADIENT LEASING USA INC.	488.04	POSTAGE MACHINE LEASE	DSB
CITY OF FARMER CITY	2,634.48	MONTHLY UTILITIES	DSB
NICOR GAS	108.77	NICOR GAS	DSB
IMEA	121,242.32	IMEA JANUARY 2025	DSB
NICOR GAS	1,117.92	NICOR GAS	DSB
NICOR GAS	218.11	NICOR GAS	DSB
EVERGREEN FS INC	17,499.81	ELECTRIC GENERATOR DIESEL	DSB
MENARDS - CHAMPAIGN	105.84	ELECTRIC SUPPLIES	DSB
ANIXTER INC	55.00	ELECTRIC SUPPLIES	DSB
U.S. BANK	35.79	U.S. BANK	DSB
JARVIS, MAXWELL	1,000.00	CLIMBING GEAR	DSB
FEHR GRAHAM	13,632.50	GOCO ELECTRICAL/POWER	DSB
Total 530:	165,887.20		
Grand Totals:	322,797.86		

Vendor Name	Net Invoice Amount	Description	Created by
100			
EVANS FROEHLICH BETH & CH	1,000.00	CITY ZONING	DSB
EVANS FROEHLICH BETH & CH	400.00	NOISE ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	400.00	POOL	DSB
EVANS FROEHLICH BETH & CH	1,000.00	NOISE ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	80.00	POOL	DSB
EVANS FROEHLICH BETH & CH	1,160.00	ZONING ISSUE	DSB
EVANS FROEHLICH BETH & CH	140.00	NOISE ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	160.00	BASEBALL AGREEMENT	DSB
AMUNDSEN DAVIS LLC	182.50	GENERAL LABOR REPR	DSB
BUGOUT	64.26	ADM - PEST CONTROL	DSB
BUGOUT	64.26	MONTHLY SERVICE	DSB
WATTS COPY SYSTEMS INC	238.83	MONTHLY COPIER FEES	DSB
WATTS COPY SYSTEMS INC	284.43	MONTHLY COPIER FEES	DSB
U.S. BANK	3,273.19	U.S. BANK	DSB
U.S. BANK	25.49	U.S. BANK	DSB
COOPER, BILLIE	300.00	CLEANING SERVICES 1-25	DSB
T-MOBILE	33.83	MONTHLY TELEPHONE & INTERNET	DSB
MGT IMPACT SOLUTIONS LLC	16,800.00	ADMIN SERVICES	DSB
EDMONDSON, AUSTIN	291.45	MILEAGE REIMBURSEMENT AE	DSB
QUADIENT FINANCE USA INC.	328.78	POSTAGE	DSB
PAVLOV MEDIA	198.34	PHONE & INTERNET	DSB
INTERNATIONAL INSTITUTE OF NATIONAL PELRA	195.00	ANNUAL MEMBERSHIP FEE	DSB
NATIONAL PELRA	230.00	ILLINOIS ACTIVE MEMBERSHIP	DSB
U.S. BANK	55.00	U.S. BANK	DSB
NICOR GAS	55.43	MONTHLY GAS	DSB
NICOR GAS	69.67	MONTHLY GAS	DSB
PAVLOV MEDIA	417.50	IT SERVICES- OCT 24	DSB
FIRST RESULT MEDIA	570.00	QUARTERLY WEB DEVELOPMENT	DSB
MTK TECHNOLOGIES INC.	1,364.00	IT SERVICES 11-24	DSB
TROPHYTIME INC.	20.00	PLASTIC SIGNAGE	DSB
FUTURA	178.85	OFFICE SUPPLIES	DSB
FUTURA	36.41	OFFICE SUPPLIES	DSB
CORNEGLIO AG	9.99	DOOR SWEEP CITY HALL	DSB
U.S. BANK	18.37	U.S. BANK	DSB
U.S. BANK	95.27	U.S. BANK	DSB
HINCKLEY SPRINGS	61.29	WATER	DSB
PETTY CASH	150.00	DECEMBER PAYMENT	DSB
EVANS FROEHLICH BETH & CH	400.00	CITY COUNCIL MEETING	DSB
EVANS FROEHLICH BETH & CH	400.00	LIQUOR ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	800.00	NUISANCE ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	300.00	GROCERY TAX ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	140.00	LIQUOR ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	2,120.00	NUISANCE ORDINANCE	DSB
EVANS FROEHLICH BETH & CH	400.00	CITY COUNCIL MEETING	DSB
EVANS FROEHLICH BETH & CH	1,000.00	CITY COUNCIL MEETING	DSB
WALKER TIRE & EXHAUST	1,082.00	TIRES FOR CHARGER	DSB
WALKER TIRE & EXHAUST	886.00	CHARGER REPAIRS	DSB
CLASPILL AUTOMOTIVE SALES	95.00	POLICE VEHICLE REPAIR	DSB
CLASPILL AUTOMOTIVE SALES	128.92	OIL CHANGE- HEMI	DSB
MEIER AUTOMOTIVE	105.06	OIL CHANGE FOR DURANGO 12-24	DSB
EVANS FROEHLICH BETH & CH	160.00	FOIA REQUEST	DSB
COOPER, BILLIE	25.00	CLEANING SERVICES 1-25	DSB
VERIZON	186.30	MONTHLY TELEPHONE	DSB
PAVLOV MEDIA	183.48	PHONE & INTERNET	DSB
U.S. BANK	40.00	U.S. BANK	DSB
U.S. BANK	68.75	U.S. BANK	DSB
KING, JACOB	45.25	TRAINING 12-24	DSB

Vendor Name	Net Invoice Amount	Description	Created by
DUPREE, MELISSA	84.00	RESOURCE OFFICER MILEAGE	DSB
DUPREE, MELISSA	24.00	RESOURCE OFFICER MILEAGE	DSB
RAY O'HERRON	464.98	GORE TEX CRUISER & FLEECE	DSB
U.S. BANK	47.86	U.S. BANK	DSB
FUTURA	178.85	OFFICE SUPPLIES	DSB
FUTURA	36.41	OFFICE SUPPLIES	DSB
U.S. BANK	165.77	U.S. BANK	DSB
EVERGREEN FS INC	1,343.17	POLICE FUEL	DSB
U.S. BANK	127.40	U.S. BANK	DSB
PETTY CASH	250.00	DECEMBER PAYMENT	DSB
CENTRAL ILLINOIS AG	40.09	VEHICLE PARTS	DSB
NAPA AUTO PARTS	228.29	STREETS VEHICLE PARTS	DSB
WALKER TIRE & EXHAUST	2,375.00	STREETS TIRE REPLACEMENT	DSB
T-MOBILE	33.82	MONTHLY TELEPHONE & INTERNET	DSB
PAVLOV MEDIA	82.75	PHONE & INTERNET- STREETS	DSB
MCGHEE, BRANDON	120.00	CDL MILEAGE	DSB
NAPA AUTO PARTS	67.54	TRACTOR FLUID-STREETS	DSB
NAPA AUTO PARTS	30.83	BATTER SWITCH	DSB
PROGRESSIVE CHEMICAL & LI	172.55	STREETS ITEMS	DSB
PROGRESSIVE CHEMICAL & LI	598.83	SIGNS & POSTS	DSB
FUTURA	178.85	OFFICE SUPPLIES	DSB
FUTURA	36.41	OFFICE SUPPLIES	DSB
CORNEGLIO AG	89.92	STREETS SUPPLIES	DSB
CORNEGLIO AG	21.76	STREETS SUPPLIES	DSB
McKINLEY WATER CONDITIONI	7.00	WATER	DSB
McKINLEY WATER CONDITIONI	10.00	WATER- RENT	DSB
U.S. BANK	39.99	U.S. BANK	DSB
U.S. BANK	16.00	U.S. BANK	DSB
NICHOLS, DAVID	100.00	BOOT REIMBURSEMENT	DSB
EVERGREEN FS INC	350.42	STREETS FUEL	DSB
EVERGREEN FS INC	332.23	STREETS FUEL	DSB
MENARDS - CHAMPAIGN	382.39	STREETS- FIRE SUPPLIES & TOOLS	DSB
PETTY CASH	150.00	DECEMBER PAYMENT	DSB
T-MOBILE	33.83	MONTHLY TELEPHONE & INTERNET	DSB
HORIZON CONNECTIONS	37.50	WEEDMAN CAMERA SERVICE	DSB
U.S. BANK	131.62	U.S. BANK	DSB
MENARDS - CHAMPAIGN	99.05	PARKS SUPPLIES	DSB
MENARDS - CHAMPAIGN	93.44	PARKS SUPPLIES	DSB
FUTURA	178.84	OFFICE SUPPLIES	DSB
FUTURA	36.40	OFFICE SUPPLIES	DSB
CORNEGLIO AG	22.58	PARKS- SUPPLIES	DSB
CORNEGLIO AG	1.44	PARKS- SUPPLIES	DSB
U.S. BANK	40.00	U.S. BANK	DSB
U.S. BANK	16.00	U.S. BANK	DSB
U.S. BANK	137.98	U.S. BANK	DSB
EVERGREEN FS INC	16.61	PARKS FUEL	DSB
PETTY CASH	50.00	DECEMBER PAYMENT	DSB
HORIZON CONNECTIONS	37.50	POOL/WEEDMAN CAMERA SERVICE	DSB
PAVLOV MEDIA	37.83	PHONE & INTERNET	DSB
Total 100:	47,675.63		
140			
EPIC INSURANCE MIDWEST	30,644.00	CINCINNATI EXCESS COVERAGE 2025	DSB
Total 140:	30,644.00		

Vendor Name	Net Invoice Amount	Description	Created by
150			
MAURER-STUTZ	5,187.18	PLUM ST IMPROVEMENTS	DSB
Total 150:	5,187.18		
240			
EVANS FROELICH BETH & CH	120.00	TIF3 TABELING	DSB
EVANS FROELICH BETH & CH	200.00	TIF 3 REPORT	DSB
Total 240:	320.00		
270			
EVANS FROELICH BETH & CH	200.00	TIF 2 REPORT	DSB
Total 270:	200.00		
280			
U.S. BANK	545.93	U.S. BANK	DSB
POPEJOY ROOFING INC	1,569.64	ROOFING REPAIRS	DSB
Total 280:	2,115.57		
490			
GFL ENVIRONMENTAL	12,494.68	MONTHLY SERVICE	DSB
Total 490:	12,494.68		
510			
NAPA AUTO PARTS	33.54	TRUCK MAINT	DSB
T-MOBILE	33.82	MONTHLY TELEPHONE & INTERNET	DSB
PACE ANALYTICAL SERVICES L	523.80	RAD LAB SERVICES 2024	DSB
FRONTIER	182.15	WATER PHONE	DSB
PAVLOV MEDIA	37.83	PHONE & INTERNET	DSB
FUTURA	178.85	OFFICE SUPPLIES	DSB
FUTURA	36.41	OFFICE SUPPLIES	DSB
CORNEGLIO AG	56.05	WATER SUPPLIES	DSB
U.S. BANK	16.00	U.S. BANK	DSB
EVERGREEN FS INC	350.41	WATER FUEL	DSB
EVERGREEN FS INC	116.28	WATER FUEL	DSB
FEHR GRAHAM	2,550.00	UTILITY EXTENTIONS	DSB
PETTY CASH	50.00	DECEMBER PAYMENT	DSB
Total 510:	4,165.14		
520			
YEAGLE ELECTRIC INC	97.50	SEWER PLANT REPAIRS	DSB
MID-WEST TRUCKERS ASSOCI	106.00	LAB SERVICES- NM	DSB
T-MOBILE	33.83	MONTHLY TELEPHONE & INTERNET	DSB
PAVLOV MEDIA	80.80	PHONE & INTERNET	DSB
U.S. BANK	125.00	U.S. BANK	DSB
PROGRESSIVE CHEMICAL & LI	255.31	GLOVES	DSB
USA BLUEBOOK	316.95	SEWER SUPPLIES	DSB
FUTURA	178.85	OFFICE SUPPLIES	DSB
FUTURA	36.41	OFFICE SUPPLIES	DSB
CORNEGLIO AG	50.73	SEWER SUPPLIES	DSB
U.S. BANK	16.00	U.S. BANK	DSB
EVERGREEN FS INC	350.41	SEWER FUEL	DSB
EVERGREEN FS INC	363.08	SEWER FUEL	DSB

Vendor Name	Net Invoice Amount	Description	Created by
GASVODA & ASSOCIATES	17,486.00	AIRLIFT REPIPING	DSB
G.A. RICH & SONS	2,928.00	REBUILD SLUDGE PUMP	DSB
YEAGLE ELECTRIC INC	2,662.58	GENERATOR HOOK UP LIFT STATION	DSB
FEHR GRAHAM	2,550.00	UTILITY EXTENTIONS	DSB
U.S. BANK	186.04	U.S. BANK	DSB
PETTY CASH	100.00	DECEMBER PAYMENT	DSB
Total 520:	27,923.49		
530			
MENARDS - CHAMPAIGN	49.26	ELECTRIC SUPPLIES	DSB
BHMG ENGINEERS	371.45	EPA ANNUAL REPORTING	DSB
EVANS FROELICH BETH & CH	880.00	UTILITY BILLS	DSB
U.S. BANK	47.78	U.S. BANK	DSB
T-MOBILE	33.82	MONTHLY TELEPHONE & INTERNET	DSB
U.S. POSTAL SERVICE	687.19	MONTHLY BILLS	DSB
PAVLOV MEDIA	178.07	PHONE & INTERNET	DSB
U.S. BANK	336.18	U.S. BANK	DSB
NICOR GAS	56.90	MONTHLY GAS	DSB
IMEA	96,009.29	ELEC GENERATION	DSB
NICOR GAS	930.41	MONTHLY GAS	DSB
NICOR GAS	150.98	MONTHLY GAS	DSB
U.S. BANK	131.61	U.S. BANK	DSB
CHEMSEARCHFE	664.52	ELECTRIC CHEMICALS	DSB
GRAINGER	36.31	TOOLS	DSB
FUTURA	178.85	OFFICE SUPPLIES	DSB
FUTURA	36.41	OFFICE SUPPLIES	DSB
CORNEGLIO AG	89.38	ELECTRIC SUPPLIES	DSB
ANIXTER INC	710.00	ELECTRIC SUPPLIES	DSB
ANIXTER INC	3,739.95	ELECTRIC SUPPLIES	DSB
U.S. BANK	16.00	U.S. BANK	DSB
U.S. BANK	184.89	U.S. BANK	DSB
EVERGREEN FS INC	350.41	ELECTRIC FUEL	DSB
EVERGREEN FS INC	201.71	ELECTRIC FUEL	DSB
AMALGAMATED BANK OF CHIC	475.00	ADMINISTRATIVE FEE	DSB
FEHR GRAHAM	4,674.00	UTILITY EXTENTIONS	DSB
AMALGAMATED BANK OF CHIC	1.75	BANK FEE 12-24	DSB
PETTY CASH	200.00	DECEMBER PAYMENT	DSB
Total 530:	111,422.12		
Grand Totals:	242,147.81		

Ordinance No. _____

An Ordinance Adding Chapter 98: Noise

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

WHEREAS, the City Council for the City of Farmer City desires to bolster the existing nuisance ordinance by adding provisions to address noise as a public nuisance and Section 11-60-2 of the Illinois Municipal Code (65 ILCS 5/11-60-2) grants municipalities authority to define, prevent and abate public nuisances; and

WHEREAS, the Mayor and the City Council (the “**Corporate Authorities**”) have determined that it is necessary and in the best interest of the community to adopt an ordinance to address noise as a public nuisance.

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

Section 1. New Chapter 98. The following Chapter 98, entitled “NOISE” is hereby added to TITLE IX, entitled “GENERAL REGULATIONS”, of the Farmer City Code, as follows:

CHAPTER 98. NOISE

§ 98.01. Definitions.

For the purposes of this chapter and the interpretation and enforcement thereof, the capitalized words, terms and phrases and their derivatives set forth below shall have the meanings as follows:

Boundary line means:

- (1) In the case of a residential unit in a building or structure containing more than one residential unit, the boundary line shall be the perimeter of such residential unit, where a residential unit shall be that area under the exclusive use or control of the owner or occupant.
- (2) In all other cases, the boundary line shall be the perimeter of any tract or parcel of real estate, any public right-of-way or any public space.

Emergency means any occurrence or set of circumstances involving actual or imminent physical trauma or property damage demanding immediate attention.

Emergency work means any work performed for the purpose of preventing or alleviating physical trauma or property damage, whether actually caused or threatened by an emergency, or work by the city or any private utility when restoring any utility service.

Public right-of-way means any street, avenue, boulevard, highway, sidewalk, alley or similar place normally accessible to the public that is owned or controlled by the city, the state or the federal government.

Public space means any real estate or structures on any real estate that is owned by a government entity and is normally accessible to the public, including but not limited to, parks and other recreational areas.

Residential area means any real estate that contains a building or structure in which one or more persons reside, provided that such building or structure is properly zoned, or is legally nonconforming, for residential use.

(Ord. No. , passed)

§ 98.02. Noise prohibitions.

It shall be unlawful for any person to make, continue, or to cause to be made or continued any sound that is plainly audible beyond the boundary line from which any such sound emanates in connection with any of the following:

- (1) *Radios, televisions, boomboxes, phonographs, stereos, musical instruments and similar devices.* The use or operation of a radio, television, boombox, stereo, musical instrument or similar device that produces or reproduces sound in a manner that is plainly audible to any person other than the player or operator of the device, and those who are voluntarily listening to such sound.
- (2) *Vehicle horns, signaling devices and similar devices.* The sounding of any horn, signaling device or other similar device on any automobile, motorcycle or other vehicle in any residential area, or on any public right-of-way or in any public space for more than ten consecutive seconds. The sounding of any horn, signaling device or other similar device as a danger warning is exempt from this prohibition.
- (3) *Nonemergency signaling devices.* The intentional sounding or permitting the intentional sounding of any amplified signal from any bell, chime, siren, whistle or similar device, intended primarily for nonemergency purposes, from any place for more than ten consecutive seconds in any hourly period. The reasonable sounding of such devices by houses of religious worship, ice cream trucks, seasonal contribution solicitors or by the city for traffic-control purposes are exempt from this provision.
- (4) *Emergency signaling devices.* The intentional sounding or permitting the intentional sounding of any emergency signaling device including fire, burglar, civil defense alarm, siren, whistle or similar emergency signaling device, except in an emergency or except as provided in subsections (4)a and b of this section:
 - a. The testing of an emergency signaling device may occur between 7:00 a.m. and 7:00 p.m. Any testing shall use only the minimum cycle test time. In no case shall

such test time exceed five minutes. Any such testing of an emergency signaling system shall not occur more than once in each calendar month; or

- b. The sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm shall terminate within 15 minutes of activation unless an emergency exists.
- (5) *Loudspeakers, amplifiers, public address systems, sound emitting yard decorations and similar devices.* The use or operation of a loudspeaker, amplifier, public address system or other device for producing or reproducing sound between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 10:00 a.m. on weekends and holidays within or adjacent to any residential area or any public space. Any public performance, gathering or parade for which permission or other authorization has been obtained from the city is exempt from this provision.
- (6) *Yelling, shouting and similar activities.* Yelling, shouting, hooting, whistling or singing within or adjacent to any residential area or any public place between the hours of 10:00 p.m. and 7:00 a.m. Cries for emergency assistance and warnings are exempt from this prohibition.
- (7) *Loading or unloading merchandise, materials, equipment.* The creation of unreasonably loud or excessive noise between the hours of 10:00 p.m. and 7:00 a.m. in connection with the loading or unloading of any vehicle within or adjacent to any residential area.
- (8) *Construction or repair of buildings, excavation of streets and highways.* The construction, demolition, alteration or repair of any building or structure or the excavation of streets and highways other than between the hours of 7:00 a.m. and 7:00 p.m. on weekdays. In cases of an emergency, construction or repair noises are exempt from this provision. In nonemergency situations, the city inspector or the director of public works may issue a permit, upon application, if the city inspector or the director of public works determines that the public health and safety, as affected by any such noise caused by the construction or repair of buildings or the excavation of streets and highways between the hours of 7:00 p.m. and 7:00 a.m. will not be impaired, and if the city inspector or the director of public works further determines that loss or inconvenience would result to a party in interest.
- (9) *Mowers, blowers and similar devices.* The operation of any noise-creating mower, blower, power fan or any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids within or adjacent to any residential area between the hours of 9:00 p.m. and 7:00 a.m.
- (10) *Racing cars, racing motorcycles and similar vehicles.* The operation of any noise-creating racing car, racing motorcycle or similar vehicle with any internal combustion engine, the operation of which causes noise due to the explosion of operating gases or fluids between the hours of 11:00 p.m. and 7:00 a.m.

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(Ord. No. , passed)

§ 98.03. Exemptions.

Sounds caused by the following are exempt from the prohibitions set out in section 98.02 and are in addition to the exemptions specifically set forth in such section 98.02:

- (1) Motor vehicles on roadways of the city, provided that the prohibitions of subsection 98.02(2) continues to apply.
- (2) Repairs of any utility facility that pose a clear and immediate danger to life, health or significant loss of property.
- (3) Sirens, whistles or bells lawfully used by emergency vehicles or other alarm systems used in case of fire, collision, civil defense, police activity or imminent danger, provided that the prohibition contained in subsection 98.02(4) continues to apply.
- (4) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- (5) Repairs or excavation of bridges, streets or highways by or on behalf of the city, the state or the federal government between the hours of 7:00 p.m. and 7:00 a.m., when public welfare and convenience renders it impractical to perform the work between 7:00 a.m. and 7:00 p.m.
- (6) Reasonable activities conducted on public parks, playgrounds and pools and public or private school grounds, which are conducted in accordance with the manner in which such spaces are generally used, including but not limited to, school athletic and school entertainment events.
- (7) Outdoor gatherings, public dances, shows and sporting events and other similar outdoor events, provided that permission or other authorization has been obtained from the city.
- (8) Locomotives and other railroad equipment and aircraft.

(Ord. No. , passed)

§ 98.04. Persons responsible.

- (a) The occupant of the tract or parcel of real estate or of the residential unit, or the agent of any such occupant, from whom a sound emanates shall be presumed to have permitted any such sound to occur. This presumption may be rebutted by evidence of a bona fide effort by any such occupant to prevent a violation of this chapter.
- (b) The occupant of the tract or parcel of real estate or of the residential unit, or the agent of any such occupant, who shall permit another person to create a sound in violation of this chapter shall be deemed responsible for such sound to the same extent as the person creating the sound and shall be subject to the same punishment.

(c) Any person in charge of operating, ordering, directing or allowing the operation or maintenance of any device or machine creating a sound in violation of this chapter shall be deemed guilty of violating this chapter.

(Ord. No. _____, passed _____)

§ 98.05. Enforcement.

If a person's conduct would otherwise violate this chapter and consists of speech or communication, of a gathering with others to hear or observe speech or communication, or of a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political or religious questions, the person must be ordered to, and have the opportunity to, move, disperse or otherwise remedy the violation prior to any arrest or any complaint being issued.

(Ord. No. _____, passed _____)

§ 98.06. Penalties.

Any person violating any of the provisions of this chapter shall be punished by a fine of not less than \$75.00 nor more than \$750.00 for each offense. A separate offense shall be deemed committed on each day during or on which a violation of this chapter continues.

(Ord. No. _____, passed _____)

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

Section 3. Effective Date. The provisions of this Ordinance shall become effective ten (10) days following its passage, approval and publication as required by law.

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

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

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

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

PASSED this ___ day of _____, 2024.

Angie Wanserski, City Clerk

APPROVED this ___ day of _____, 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 _____, 2024, insofar as same relates to the adoption of Ordinance No. _____, entitled:

An Ordinance Adding Chapter 98: Noise

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

RESOLUTION 2025-122

RESOLUTION APPROVING A TIF REIMBURSEMENT FOR TABELING DEVELOPMENT COMPANY

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 redevelopment agreement allows for 100% reimbursement depending on a set of criteria for TIF eligible expenses; and

WHEREAS, Tabelaing Development Corporation has requested reimbursement for development costs on the 174 property, which is located within the TIF district;

WHEREAS, the expenses submitted qualify as TIF eligible expenses, which equates to 100% reimbursement capped at \$60,000 each year for the first five (5) years; and

WHEREAS, Tabelaing Development Company has submitted a list of expenses totaling \$29,603.75;

THEREFORE, the City Council hereby approves a reimbursement for reimbursement of development costs for the 174 property in the amount of \$29,603.75.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 3rd DAY OF FEBRUARY 2025

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

Farmer City TIF Expenses

Company/Payee	Item	Cost	Date
Mohr & Kerr Engineering & Land Surveying, P.C.	Intersection Design	\$864.50	10/6/2024
Mohr & Kerr Engineering & Land Surveying, P.C.	Engineering Exhibit & Topography	\$2,440.50	6/13/2024
Mohr & Kerr Engineering & Land Surveying, P.C.	Preliminary Engineering Plans	\$5,320.00	12/6/2024
Mohr & Kerr Engineering & Land Surveying, P.C.	Preliminary Site Layouts	\$3,605.25	5/13/2024
Crexi	Marketing	\$260.00	6/26/2024
Crexi	Marketing	\$260.00	7/26/2024
Crexi	Marketing	\$260.00	8/26/2024
Crexi	Marketing	\$260.00	9/26/2024
Crexi	Marketing	\$260.00	10/26/2024
Crexi	Marketing	\$260.00	11/26/2024
Crexi	Marketing	\$260.00	12/26/2024
TDC Architectural	Architectural Drawings	\$12,127.50	12/11/2024
Hatch Law	Land Purchase-Legal	\$500.00	6/13/2024
Mohr & Kerr Engineering & Land Surveying, P.C.	Subdivision Design	\$2,926.00	1/9/2025
	Total	\$29,603.75	

Mohr & Kerr Engineering & Land Surveying, P.C.

5901 N. Prospect, Suite 6B
Peoria, IL 61614

Invoice

Invoice #: 14959

Invoice Date: 11/11/2024

Due Date: 11/26/2024

Project: 24-149 Farmer Cify Sub

Billing Period: 10/6/24-11/2/24

Bill To:

Tabeling Development
shawn@shawntabeling.com

Item	Description	Hours	Rate	Amount
Professional Engineer	Intersection Design	6.5	133.00	864.50
	Credit Card Payments will have a 3.5% Fee Added			

Total \$864.50

Payments/Credits \$0.00

Balance Due \$864.50

Phone #
(309) 692-8500

Mohr & Kerr Engineering & Land Surveying, P.C.
 5901 N. Prospect, Suite 6B
 Peoria, IL 61614

Invoice

Invoice #: 14192
Invoice Date: 6/13/2024
Due Date: 6/28/2024
Project: 24-149 Farmer Cify Sub
Billing Period: 5/5/24-6/1/24

Bill To:
 Labeling Development
 shawn@shawntabeling.com

Item	Description	Hours	Rate	Amount
Professional Land Surveyor	Farmer City Exhibit & Topo	3	133.00	399.00
Engineering Technician		1	84.50	84.50
Survey Crew - 1 Man		10	142.50	1,425.00
Professional Engineer		4	133.00	532.00
Credit Card Payments will have a 3.5% Fee Added				

Total \$2,440.50

Payments/Credits \$0.00

Balance Due \$2,440.50

Phone #
(309) 692-8500

Mohr & Kerr Engineering & Land Surveying, P.C.
Peoria, IL 61614

Invoice

Invoice #: 15049
Invoice Date: 12/6/2024
Due Date: 12/21/2024
Project: 24-149 Farmer City Sub
Billing Period: 11/3/24-11/30/24

Bill To:
Tabeling Development
shawn@shawntabeling.com

Item	Description	Hours	Rate	Amount
Professional Engineer	Preliminary Plans	40	133.00	5,320.00
	Credit Card Payments will have a 3.5% Fee Added			

Total	\$5,320.00
Payments/Credits	\$0.00
Balance Due	\$5,320.00

Phone #
(309) 692-8500

Mohr & Kerr Engineering & Land Surveying, P.C.
 5901 N. Prospect, Suite 6B
 Peoria, IL 61614

Invoice

Invoice #: 14054
Invoice Date: 5/13/2024
Due Date: 5/28/2024
Project: 24-149 Farmer Cify Sub
Billing Period: 3/31/24-5/4/24

Bill To:
 Labeling Development
 shawn@shawntabeling.com

Item	Description	Hours	Rate	Amount
Professional Land Surveyor	Survey, Boundary and Property Exhibit.	6.75	133.00	897.75
Professional Engineer		7.5	133.00	997.50
Survey Crew - 1 Man		12	142.50	1,710.00
Credit Card Payments will have a 3.5% Fee Added				

Total \$3,605.25

Payments/Credits \$0.00

Balance Due \$3,605.25

Phone #
(309) 692-8500



Crexi
 5510 Lincoln Blvd.
 Suite 400
 Playa Vista, CA 90094

Bill To
 Tabeling Homes - Tabeling
 601 East Main
 Mahomet IL 61853
 austin@tabelingco.com

Invoice

Invoice Number	INV-506352
Date of issue	Jun 26, 2024
Date due	Jun 26, 2024
Terms	NET 0

\$0.00 due Jun 26, 2024

Thanks for your business!

Description	Service Period	Qty	Unit Price	Extended Price	Discount	Amount	
All Pro	Jun 26, 2024 - Jul 25, 2024	1	\$400.00	\$400.00	(\$140.00)	\$260.00	
						TAX	\$0.00
						TOTAL	\$260.00
						COUPON	\$0.00
						PAYMENT APPLIED	\$260.00
						BALANCE DUE	\$0.00

NO PAYMENT DUE

Please submit all check payments made to **COMMERCIAL REAL ESTATE EXCHANGE, INC.** to the one of the following addresses:

Lockbox Remittance Address (regular mail):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 PO BOX: 25534
 PASADENA CA 91185-5534

Address for Courier Deposits (FedEx, UPS, etc.):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 25534
 14005 LIVE OAK AVE
 IRWINDALE CA 91706-1300

Questions? Contact Crexi at support@crexi.com

INV-506352



Crexi
 5510 Lincoln Blvd.
 Suite 400
 Playa Vista, CA 90094

Bill To
 Tabeling Homes - Tabeling
 601 East Main
 Mahomet IL 61853
 austin@tabelingco.com

Invoice

Invoice Number: INV-526773
 Date of issue: Jul 26, 2024
 Date due: Jul 26, 2024
 Terms: NET 0

\$0.00 due Jul 26, 2024

Thanks for your business!

Description	Service Period	Qty	Unit Price	Extended Price	Discount	Amount	
All Pro	Jul 26, 2024 - Aug 25, 2024	1	\$400.00	\$400.00	(\$140.00)	\$260.00	
						TAX	\$0.00
						TOTAL	\$260.00
						COUPON	\$0.00
						PAYMENT APPLIED	\$260.00
						BALANCE DUE	\$0.00

NO PAYMENT DUE

Please submit all check payments made to **COMMERCIAL REAL ESTATE EXCHANGE, INC.** to the one of the following addresses:

Lockbox Remittance Address (regular mail):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 PO BOX: 25534
 PASADENA CA 91185-5534

Address for Courier Deposits (FedEx, UPS, etc.):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 25534
 14005 LIVE OAK AVE
 IRVINDALE CA 91706-1300

Questions? Contact Crexi at support@crexi.com

INV-526773



Crexi
 5510 Lincoln Blvd.
 Suite 400
 Playa Vista, CA 90094

Bill To
 Tabeling Homes - Tabeling
 601 East Main
 Mahomet IL 61853
 austin@tabelingco.com

Invoice

Invoice Number INV-548052
 Date of issue Aug 26, 2024
 Date due Aug 26, 2024
 Terms NET 0

\$0.00 due Aug 26, 2024

Thanks for your business!

Description	Service Period	Qty	Unit Price	Extended Price	Discount	Amount
All Pro	Aug 26, 2024 - Sep 25, 2024	1	\$400.00	\$400.00	(\$140.00)	\$260.00
TAX						\$0.00
TOTAL						\$260.00
COUPON						\$0.00
PAYMENT APPLIED						\$260.00
BALANCE DUE						\$0.00

NO PAYMENT DUE

Please submit all check payments made to **COMMERCIAL REAL ESTATE EXCHANGE, INC.** to the one of the following addresses:

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 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 PO BOX: 25534
 PASADENA CA 91185-5534

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 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 25534
 14005 LIVE OAK AVE
 IRVINDALE CA 91706-1300

Questions? Contact Crexi at support@crexi.com

INV-548052



Crexi
 5510 Lincoln Blvd.
 Suite 400
 Playa Vista, CA 90094

Bill To
 Tabeling Homes - Tabeling
 601 East Main
 Mahomet IL 61853
 austin@tabelingco.com

Invoice

Invoice Number INV-568948
 Date of issue Sep 26, 2024
 Date due Sep 26, 2024
 Terms NET 0

\$0.00 due Sep 26, 2024

Thanks for your business!

Description	Service Period	Qty	Unit Price	Extended Price	Discount	Amount	
All Pro	Sep 26, 2024 - Oct 25, 2024	1	\$400.00	\$400.00	(\$140.00)	\$260.00	
						TAX	\$0.00
						TOTAL	\$260.00
						COUPON	\$0.00
						PAYMENT APPLIED	\$260.00
						BALANCE DUE	\$0.00

NO PAYMENT DUE

Please submit all check payments made to **COMMERCIAL REAL ESTATE EXCHANGE, INC.** to the one of the following addresses:

Lockbox Remittance Address (regular mail):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 PO BOX: 25534
 PASADENA CA 91185-5534

Address for Courier Deposits (FedEx, UPS, etc.):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 25534
 14005 LIVE OAK AVE
 IRVINDALE CA 91706-1300

Questions? Contact Crexi at support@crexi.com

INV-568948



Crexi
 5510 Lincoln Blvd.
 Suite 400
 Playa Vista, CA 90094

Bill To
 Labeling Homes - Labeling
 601 East Main
 Mahomet IL 61853
 austin@labelingco.com

Invoice

Invoice Number: INV-590928
 Date of issue: Oct 26, 2024
 Date due: Oct 26, 2024
 Terms: NET 0

\$0.00 due Oct 26, 2024

Thanks for your business!

Description	Service Period	Qty	Unit Price	Extended Price	Discount	Amount
All Pro	Oct 26, 2024 - Nov 25, 2024	1	\$400.00	\$400.00	(\$140.00)	\$260.00

TAX	\$0.00
TOTAL	\$260.00
COUPON	\$0.00
PAYMENT APPLIED	\$260.00
BALANCE DUE	\$0.00

NO PAYMENT DUE

Please submit all check payments made to **COMMERCIAL REAL ESTATE EXCHANGE, INC.** to the one of the following addresses:

Lockbox Remittance Address (regular mail):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 PO BOX: 25534
 PASADENA CA 91185-5534

Address for Courier Deposits (FedEx, UPS, etc.):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 25534
 14005 LIVE OAK AVE
 IRWINDALE CA 91706-1300

Questions? Contact Crexi at support@crexi.com

INV-590928



Crexi
 5510 Lincoln Blvd.
 Suite 400
 Playa Vista, CA 90094

Bill To
 Labeling Homes - Labeling
 601 East Main
 Mahomet IL 61853
 austin@labelingco.com

Invoice

Invoice Number	INV-613309
Date of issue	Nov 26, 2024
Date due	Nov 26, 2024
Terms	NET 0

\$0.00 due Nov 26, 2024

Thanks for your business!

Description	Service Period	Qty	Unit Price	Extended Price	Discount	Amount
All Pro	Nov 26, 2024 - Dec 25, 2024	1	\$400.00	\$400.00	(\$140.00)	\$260.00

TAX	\$0.00
TOTAL	\$260.00
COUPON	\$0.00
PAYMENT APPLIED	\$260.00
BALANCE DUE	\$0.00

NO PAYMENT DUE

Please submit all check payments made to **COMMERCIAL REAL ESTATE EXCHANGE, INC.** to the one of the following addresses:

Lockbox Remittance Address (regular mail):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 PO BOX: 25534
 PASADENA CA 91185-5534

Address for Courier Deposits (FedEx, UPS, etc.):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 25534
 14005 LIVE OAK AVE
 IRWINDALE CA 91706-1300

Questions? Contact Crexi at support@crexi.com

INV-613309



Crexi
 5510 Lincoln Blvd.
 Suite 400
 Playa Vista, CA 90094

Bill To
 Tabeling Homes - Tabeling
 601 East Main
 Mahomet IL 61853
 austin@tabelingco.com

Invoice

Invoice Number	INV-635185
Date of issue	Dec 26, 2024
Date due	Dec 26, 2024
Terms	NET 0

\$0.00 due Dec 26, 2024

Thanks for your business!

Description	Service Period	Qty	Unit Price	Extended Price	Discount	Amount
All Pro	Dec 26, 2024 - Jan 25, 2025	1	\$400.00	\$400.00	(\$140.00)	\$260.00

TAX	\$0.00
TOTAL	\$260.00
COUPON	\$0.00
PAYMENT APPLIED	\$260.00
BALANCE DUE	\$0.00

NO PAYMENT DUE

Please submit all check payments made to **COMMERCIAL REAL ESTATE EXCHANGE, INC.** to the one of the following addresses:

Lockbox Remittance Address (regular mail):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 PO BOX: 25534
 PASADENA CA 91185-5534

Address for Courier Deposits (FedEx, UPS, etc.):
 COMMERCIAL REAL ESTATE EXCHANGE, INC.
 25534
 14005 LIVE OAK AVE
 IRWINDALE CA 91706-1300

Questions? Contact Crexi at support@crexi.com

INV-635185

Tabeling Development Company

PO Box 1217
Mahomet, IL 61853 USA
shawn@tabelingco.com
www.tabelingco.com

Expense Voucher

Payment To
Tabeling Development
Company Architecture

Date: 12/11/2024
Reference No:

Account/Item	Description	Amount
Architecture and Engineering	Architectural Services for Farmer City Projects 2024: 73.5 Hours	12127.50

Memo:

TOTAL
TOTAL DUE \$12,127.50

Signature: _____

HATCH LAW FIRM
A PROFESSIONAL CORPORATION

FEIN 37-0924046

TELEPHONE (217) 356-2577

100 N. CHESTNUT STREET
SUITE 200
CHAMPAIGN, ILLINOIS 61820

CLIENT: Tabeling Development Company
c/o Shawn Tabeling

ADDRESS: P.O. Box 1217
Mahomet, IL 61853

DATE: June 13, 2024

Bill for legal services in regard to reviewing closing documents and attending closing for the 10 acres of farmland North of I74, West of East Clinton Avenue/Route 54, Farmer City, Illinois.

ATTORNEY'S FEES: **\$500.00**

TOTAL BALANCE.....\$500.00

Thank you,
Andrew J. Hatch

Mohr & Kerr Engineering & Land Surveying, P.C.

5901 N. Prospect, Suite 6B
Peoria, IL 61614

Invoice

Invoice #: 15176

Invoice Date: 1/9/2025

Due Date: 1/24/2025

Project: 24-149 Farmer Cify Sub

Billing Period: 11/30/24-1/4/25

Bill To:

Tabeling Development
shawn@shawntabeling.com

Item	Description	Hours	Rate	Amount
Professional Engineer	Subdivision Design	22	133.00	2,926.00
	Credit Card Payments will have a 3.5% Fee Added			

Total \$2,926.00

Payments/Credits \$0.00

Balance Due \$2,926.00

Phone #
(309) 692-8500

Ordinance No. 1136

An Ordinance Correcting Scrivener's Error in Zoning Code

WHEREAS, the Mayor and the City Council (the “**Corporate Authorities**”) of the City of Farmer City, DeWitt County, Illinois (the “**City**”) desire to provide for the orderly growth of buildings, homes and infrastructure within the City corporate limits and within the area of 1.5 miles outside of the City corporate limits and to protect the health, safety and welfare of the citizenry of Farmer City; and

WHEREAS, the Corporate Authorities of the City previously adopted a Comprehensive Plan in Ordinance No. 1056 on December 7, 2020; now Section 154.01 of the City Code ; and

WHEREAS, the Corporate Authorities of the City previously created a Zoning Commission to study and review proposed Zoning Map and Zoning Code for the City to allow for the oversight of development and growth and the protection of the health, safety and welfare of the citizenry of Farm City; and

WHEREAS, the Zoning Commission met several times, most recently on October 30, 2024 and conducted a Public Hearing after due notice was published and the Zoning Commission unanimously recommended that the Corporate Authorities adopt the Zoning Map and Zoning Code as referenced herein; and

WHEREAS, the Corporate Authorities of the City adopted the Zoning Map and Zoning Code in Ordinance No. 1034 on November 4, 2024; now Chapter 155 of the City Code ; and

WHEREAS, scrivener's errors have been identified in Ordinance No. 1034, specifically tables showing certain requirements in Sections 155.053 and 155.065 were incomplete, despite discussion of said tables by the Zoning Commission and intention to include the full tables in the Zoning Code; and

WHEREAS, the Corporate Authorities desire to correct these scrivener's errors by adopting the full table in sections 155.053 and 155.065.

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

Section 1. Replacement of Sections 155.053 and 155.065 of Chapter 155. Sections 155.053 and 155.065 in Chapter 155, entitled “Zoning Code”, are hereby corrected to read as set forth in Exhibit A to this Ordinance.

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

other than the part so declared to be invalid.

Section 3. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law. For any penalty imposed by this Ordinance, said sections shall become effective 10 days following its passage, approval and publication as required by law.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,
COUNTY OF DEWITT, ILLINOIS THIS 3rd DAY OF FEBRUARY, 2025.

Voting "aye" (names):

Voting "nay" (names):

Abstained (names):

Absent (names):

PASSED this 3rd day of February, 2025.

Angie Wanserski, City Clerk

APPROVED this 3rd day of February, 2025.

Scott Testory, Mayor

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 3rd day of February, 2025, insofar as same relates to the adoption of Ordinance No. 1136, entitled:

An Ordinance Correcting Scrivener’s Error in Zoning Code

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Farmer City, Illinois, this 3rd day of February, 2025.

(SEAL)

Angie Wanserski, City Clerk

§ 155.053 SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

(A) (1) Uses permitted, as indicated by “x”, and uses allowed by special use permit, as indicated by “s”, are hereby established and shown for each use district on the following tables.

(2) Uses which may be determined to be inside the special flood hazard area shall be regulated by provisions and standards contained in this chapter.

(3) If no “x” or “s” is shown under a particular zoning district for a particular use, the use shall be deemed prohibited.

(B) (1) *General.* Uses not listed shall be considered the same as other similar uses. The Administrator shall determine what is similar. If he or she cannot make this determination, he or she shall consult the Board of Zoning Appeals.

(2) *Principal uses.*

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Residential Uses	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Apartment as accessory use to a principal use in the same building					X	X	X	S	S	
Bed and breakfast	S			X		X	X	X		
Boarding or lodging house				X		X	X	X		
Dwelling, multi-family, moderate density				X		X	X	X		
Dwelling, single-family	X	X	X	X	X	X	X	X	S	
Dwelling, two-family	X			X		X	X	X		
Fraternity, sorority or student cooperative				X		S	S	S		
Group homes										
If able to comply with the definition of "family" in § 155.005		X	X	X	X	X	X	X	X	
For persons with developmental disabilities, if unable or unwilling to meet and comply with the definition of "family" in § 155.005		S	S	S	S	S	S	S	S	
High-rise apartment building				S		S	S	S		
Hotel						X	X	X		
Manufactured or mobile home					X					
Mobile home park		S	S	S	S			S	S	
Motel						X	X	X		
Privately-owned and operated dormitory				X		S	S	S		
Single-family dwelling or apartment for resident watchman or caretaker employed on the premises as an accessory use to a principal sue						X	X	X	X	
Travel trailer camp								S	S	

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Agriculture Uses	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Accessory structures to permitted uses	X	S	S	S	S	X	X	X	X	
Agriculture	X	X	X	X	X	X	X	X	X	X
Agriculture accessory uses, farmstead and necessary appurtenant structures on any operating farm	X	X	X	X	X	X	X	X	X	
Artificial lake on one or more acre	S	S	S	S	S			S	S	S
Commercial greenhouse and plant nursery	X					S	S	X	X	
Commercial greenhouse or other facility used for cultivation or dispensing of medical cannabis	X					S	S	S	X	
Farm chemicals and fertilizer sales including incidental storage and mixing of blended fertilizer	S							S	S	
Farm equipment sales and services (includes sale of trucks and light industrial equipment)									X	
Farm seed processing, packaging and sale, growing, developing, processing, conditioning or selling of hybrid seed corn, seed beans, seed oats or other farm seeds	X	S	S	S	S	X	X	X	X	
Feed and grain (sales only)	S					X	X	X	X	
Grain storage elevator and bins									X	
Greenhouse (not exceeding 1,000 square feet)	X					X	X	X	X	
Livestock sales facility and stockyards (no slaughter of animals)									X	
Roadside produce sales stand	S					X	X	X	X	

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Public and Quasi-Public Facilities	Agri.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Antenna fields	S								S	
Church temple, chapel or synagogue	X	X	X	X	X	X		X		
Electrical substations and distribution centers	X								X	
Fairgrounds including race tracks, grandstands and accessory uses and structures						S		S	S	
Fire station		S	S	S	S	X	X	X	X	
High pressure pumping stations for pumping gasoline, gas, oil and the like	X					S		S	X	
Highway maintenance shops and yards including offices	X					S	S	X	X	
Hospitals, public or private	S	S	S	S	S			S		
Institution of an educational, philanthropic or eleemosynary nature	X	X	X	X	X	X		X		
Microwave relay towers	S					S	S	X	X	
Municipal or government building including post offices	S	S	S	S	S	X	X	X	X	
Nursing and shelter care homes, public or private		S	S	S	S			S		
Penal or correctional institution	S									
Police station		S	S	S	S	X	X	X	X	
Public or commercial sanitary landfill	S							S	S	
Public or private library or art gallery		S	S	X	S	X	X	X	X	
Public or private museum		S	S	S	S	X	X	X	X	
Public or private parking garage or lots (cars)						X	X	X	X	
Public park or recreational facility (no camping)	X	X	X	X	X	X	X	X	X	X
Pumping stations (water or sewage)	X	X	X	X	X	X	X	X	X	
Race tracks including accessory structures						S		S	S	
Radar installations and towers	S							S	S	
Radio and television studios, stations and towers	S					S	S	S	S	
Radio and television studios, stations (no towers)						X	X	X		

Public and Quasi-Public Facilities (continued)	Agf.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Religious tent meeting	S	S	S	S	S	S	S	S	S	
Schools, non-boarding, elementary, junior high, high or junior college	X	X	X	X	X	X		X		
Sewage disposal plant or lagoon	S							S	X	
Telephone exchanges						X	X	X	X	
Telephone, telegraph and power transmission lines and pipelines	X	X	X	X	X	X	X	X	X	
Utility maintenance shops and yards						X	X	X	X	
Utility offices						X	X	X	X	
Waterworks, reservoirs, filtration plants	S							X	X	

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Business Uses; Personal Services	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Barber or beauty shop						X	X	X	S	
Blue-printing and photostating stores						X	X	X	S	
Clothing and costume rental stores						X	X	X	S	
Diaper, linen, towel and other similar supply services						X	X	X	X	
Dressmaking and tailor shops						X	X	X	S	
Dry cleaning and laundry-automatic, self-service only or hand laundries						X	X	X	S	
Dry cleaning, laundry and dyeing establishments						S	S	S	X	
Dry cleaning, pressing and laundry receiving stations						X	X	X	S	
Employment agencies						X	X	X		
Exterminating shops						S	S	X	S	
Home occupations	X	X	X	X	X	X	X	X	X	
Interior decorating shops						X	X	X	S	
Laboratories-medical and dental						X	X	X	S	
Medical or dental clinic or office		S	S	S	S	X	X	X		
Millinery shop						X	X	X	S	
Newspapers and magazine publishers						S	S	X	X	
Nursery, kindergarten and day care facility	S	S	S	S	S	S	S	X	S	
Photography studios, including the developing of films and pictures						X	X	S	S	
Physical culture and health services - gymnasiums, reducing salons, massage salons and public baths						S	S	X	S	
Printing shops						X	X	X	X	
Radio and television service and repair shops						X	X	X	S	
Recording studios						X	X	X	S	
Riding academies	X									
Schools - business, commercial or trade						S	S	X	X	

Business Uses; Personal Services (continued)	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Schools - music or dance						X	X	X	S	
Shoe repair shop						X	X	X	S	
Taxidermists						X	X	X	S	
Ticket agencies - amusement						X	X	X	S	
Travel bureaus and transportation ticket offices						X	X	X	S	
Undertaking establishments and funeral parlors		S	S	S	S	X	X	X	S	

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Business Uses; Food Sales and Services	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Bakeries (less than 2,500 square feet)						X	X	X	X	
Catering establishments						X	X	X	S	
Confectionery store						X	X	X	S	
Dairy store						X	X	X	S	
Drive-in restaurant						X	X	X	S	
Food stores, supermarkets, meat markets, fish markets and delicatessens						X	X	X	S	
Frozen food stores, including locker rental						X	X	X	X	
Fruit stores and stands						X	X	X	S	
Restaurant (indoor service only-may include catering)						X	X	X	S	
Restaurants - including live entertainment and dancing						X	X	X	S	
Restaurants - including the serving of alcoholic beverages if incidental to the serving of food as the principal activity						X	X	X	S	
Retail liquor sales						X	X	X	S	
Tavern, bar, cocktail lounge, night club, with or without food						X	X	X	S	

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Business Uses; Business, Private and Financial Services	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Bank						X	X	X		
Business and professional offices						X	X	X		
Insurance and real estate office						X	X	X		
Saving and loan association, financial institutions						X	X	X		
Temporary real estate sales or rental office, model home or apartment for a period not to exceed two years		S	S	S	S	X	X	X	S	S

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Commercial Transportation Uses	Agri.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Airport	S									
Airstrips	X									
Bus stations						X	X	X	X	
Heliport	S	S	S	S	S	S	S	S	S	
Railroad stations									X	
Taxi stand or offices						X	X	X	X	
Truck terminal	S					S	S	S	X	

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Business Uses; Retail Sales	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Antique shop or used furniture sales and service						X	X	X	X	
Apparel shop						X	X	X	S	
Automat-vending machines - ice, milk, and the like sales						X	X	X	S	
Bicycle sales and service						X	X	X	S	
Building material sales - for retail sales of dimension lumber, millwork, cabinets, concrete blocks, brick, hardware and similar building materials, but not including processing or manufacture of millwork and excluding concrete or asphalt mixing						X		X	X	
Business and office machines and service						X	X	X	S	
Camera and photographic supply stores						X	X	X	S	
Carpet and rug stores						X	X	X	S	
China and glassware stores						X	X	X	S	
Coin and philatelic stores						X	X	X	S	
Commercial advertising and business sign shops						X	X	X	X	
Department store						X	X	X	S	
Drug store						X	X	X	S	
Dry goods store						X	X	X	S	
Electrical, gas and household appliance stores, including radio and television sales and service						X	X	X	S	
Florist shops and conservatories						X	X	X	S	

Business Uses; Retail Sales	Agf.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Fuel and ice sales - for retail sales of coal and other solid fuels and oil and other liquid fuels not under pressure						X	X	X	S	
Furniture store - office furniture						X	X	X	S	
Furrier shops, including the incidental storage and conditioning						X	X	X	S	
Haberdasheries						X	X	X	S	
Hardware stores						X	X	X	S	
Hobby shops						X	X	X	S	
Jewelry store including watch repair						X	X	X	S	
Lawnmower sales and service						X	X	X	S	
Leather goods and luggage stores						X	X	X	S	
Locksmith shops, sales and service						X	X	X	S	
Mail order houses						X	X	X	S	
Monument sales (excludes stone cutting)						X	X	X	S	
Musical instrument sales and repair						X	X	X	S	
Newsstand - book store						X	X	X	S	
Optical sales, retail						X	X	X	S	
Orthopedic and medical appliance stores - retail only						X	X	X	S	
Paint and wallpaper stores						X	X	X	S	
Pawn shop						X	X	X	S	
Pet shop						X	X	X	S	
Phonograph record and sheet music stores						X	X	X	S	
Plumbing showrooms, sales and service						X	X	X	S	
Religious goods stores						X	X	X	S	
Second-hand stores and rummage shops						X	X	X	S	
Sewing machine sales and service						X	X	X	S	
Shoe store						X	X	X	S	

Business Uses; Retail Sales (continued)	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Shopping center								S	S	
Sporting goods sales and service						X	X	X	S	
Stationery - gift shop - art supplies, school supplies						X	X	X	S	
Tobacconist						X	X	X	S	
Toy stores						X	X	X	S	
Variety stores						X	X	X	S	

Business Uses; Recreational (continued)	Agf.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Stadium or coliseum, auditoriums and arenas - open or enclosed								S	S	
Theater, enclosed						X	X	X	S	
Theater, outdoor								S	S	

Business Uses; Miscellaneous (continued)	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Upon adjacent property	X								X	
Temporary buildings for construction purposes, for a period not to exceed the duration of the construction	X	X	X	X	X	X	X	X	X	
Travel trailer sales								S	S	
Veterinary hospital or establishment	S							S	S	
Wholesale business						S	S	S	X	

SCHEDULE OF PERMITTED USES, PROHIBITED USES, AND SPECIAL PERMIT USES BY DISTRICT.

Industrial	Agri.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Breweries									X	
Commercial bakeries (greater than 2,500 sq. ft.)								S	X	
Dairy plants								S	X	
Equipment repairs and storage						S		S	X	
Feed mills								S	X	
Light industry						S		S	X	
Machine shops						S		S	X	
Manufacturing and bottling of non-alcoholic beverages									X	
Manufacturing, fabrication, packing, packaging and assembly of products from:										
Furs									X	
Glass									X	
Leather									X	
Metals									X	
Paper									X	
Plaster									X	
Textiles									X	
Wood									X	
Manufacturing, fabrication, processing, packaging and packing of:										
Confections									X	
Cosmetics									X	
Electrical appliances									X	
Electronic devices									X	
Toiletries									X	
Railroad or truck freight yards							S	S	X	

Industrial (continued)	Agf.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Railroad roundhouses, maintenance shops and storage									X	
Research laboratories							S	S	X	
Storage and sale of machinery and equipment						S		S	X	
Warehousing						S		S	X	

Heavy Industrial (continued)	Agr.	R-1	R-2	R-3	R-4	B-1	B-2	B-3	I	FP
Heavy industry such as, but not restricted to, the following: manufacturing, processing and storage of: abrasives, acetylene, acid, alkalis, ammonia, asbestos, asphalt, batteries, bedding, bleach, bone, foods, candles, carpeting, celluloid, cement, charcoal, chemicals, chlorine, coal tar, cordage, creosote, dextrine, disinfectant, dye, excelsior, felt, fuel, furs, glucose, gypsum, hair products, ink, insecticide, lime products, linoleum, matches, oil cloth, paint, paper, perfume, plaster of paris, plastics, poison, potash, pulp, pyroxilin, radium, rope, rubber, starch, stove polish, textiles, varnish, building materials, explosives, dry ice, fat, fertilizer, flammables, gasoline, glue, grease, lard, radioactive material, shellac, soap, turpentine, vinegar, yeasts									S	
Incinerators									S	
Lacquering									S	
Lithographing									S	
Offal									S	
Oil, coal and bone distillation									S	
Outside storage and manufacturing areas									S	

AREA REGULATIONS

§ 155.065 DISTRICT LOT REGULATIONS.

It shall be unlawful to erect or alter any structure within the county or the incorporated municipalities affected by this chapter, unless the following minimum lot and yard areas and bulk controls are provided and maintained in connection with the structure.

<i>Minimum Lot Requirements by District</i>							
<i>District</i>	<i>Minimum Area (Square Feet)(g)</i>	<i>Maximum Building Height (feet)(i)</i>	<i>Minimum Width (feet)</i>	<i>Minimum Road Frontage (feet)</i>	<i>Minimum Front Setback (feet)(a)</i>	<i>Minimum Rear Setback (feet)</i>	<i>Minimum Side Yard Setback (feet)(b)</i>
<i>Minimum Lot Requirements by District</i>							
<i>District</i>	<i>Minimum Area (Square Feet)(g)</i>	<i>Maximum Building Height (feet)(i)</i>	<i>Minimum Width (feet)</i>	<i>Minimum Road Frontage (feet)</i>	<i>Minimum Front Setback (feet)(a)</i>	<i>Minimum Rear Setback (feet)</i>	<i>Minimum Side Yard Setback (feet)(b)</i>
A	87,120	None	240	240	50	35	15
RD-1(h)	87,120	60	240	240	50(e)	35	15
RD-2	87,120	35	240	240	50	35	15
RD-3	21,780	35	150	150	30	20	15
R-1	12,150	35	90	90	30	20(c)	10
R-2	7,350	35	70	70	20	20(c)	6
R-3	9,600(d)	60	80	80	20	20(c)	6
R-4	7,350	35	70	70	20	20(c)	6
B-1	None	60	None	None	None	None	None
B-2	8,500	35	66	66	30(e)	20(e)	10
B-3(f)	21,780	35	66	66	50(e)	20	20
I(f)	8,500	None	66	66	10	30	10
FP	None	None	None	None(i)	None	None	None

NOTES TO TABLE: See accompanying footnotes:

(a) Where adjacent structures have front yard setbacks different from those required, the minimum front yard setback shall be the average setback of the structure.

(b) Buildings over two stories in height shall require five feet for each additional story in addition to the required minimum side yard.

(c) Detached residential structures may be constructed five feet from the rear property line and three feet from an interior lot line; provided, the provisions of § 155.096(B)(5) are met. Non-residential structures in districts in Districts A, RD-1 and RD-2 may be constructed 15 feet from the rear property line.

(d) Multi-family dwellings must also comply with the land use intensity standards given in § 155.046.

(e) May be used for parking development.

(f) Highway access (includes entrance and exit) shall not be permitted in less than 500-foot intervals.

(g) Exceptions from building height maximums may be granted as a special use permit.



ENGINEERING SERVICES AGREEMENT

Contract Operations (Project)

This Agreement is by and between:

Farmer City (Owner)
105 S. Main St.
Farmer City, IL 61842

and

Donohue & Associates, Inc. (Donohue)
1605 South State Street, Suite 1C
Champaign, IL 61820

Who agree as follows:

Owner hereby engages Donohue to perform the Services set forth in Part I for the compensation set forth in Part III. Donohue will be authorized to commence the Services upon execution and receipt of this Agreement from Owner. Owner and Donohue agree that this signature page, together with Parts I through IV attached, constitute the entire agreement for this Project.

APPROVED FOR OWNER

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR DONOHUE

By:  _____

Printed Name: Eric Cockerill

Title: Vice President

Date: 12/16/2024

**PART I
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING**

A. PROJECT DESCRIPTION

The City is retaining Donohue to assist the City by having a properly licensed operator signing the discharge monitoring reports to be submitted to the Illinois EPA.

B. SCOPE OF SERVICES

Services to be provided by Donohue for this Project under this Agreement are as follows:

1. Supervisory role only to review the City's proper operation of the wastewater treatment plant.
2. Supervisory role only to review the Discharge Monitoring Report (DMR) prepared by the City and sign for the City to submit to the Illinois EPA.
3. Donohue will complete the IEPA Wastewater Operator Contract form to be executed by both Donohue and by the City.

C. PROJECT TIMING

1. Donohue shall be authorized to commence the Services set forth herein upon execution of this Agreement. This agreement will be for three months from authorization to proceed.
2. It is understood that this role by Donohue is temporary while City personnel work to obtain the proper licensure. Donohue agrees that the City may terminate this agreement upon seven (7) days written notice.

**PART II
OWNER RESPONSIBILITIES**

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities; property descriptions, land use restrictions, surveys, geotechnical and environmental studies, or assessments.
3. Owner shall be responsible for all requirements and instructions that it furnishes to Donohue pursuant to this Agreement, and for the accuracy and completeness of all reports, data, programs, and other information furnished by Owner to Donohue pursuant to this Agreement. Donohue may use and rely upon such requirements, instructions, reports, data, programs, and information

in performing or furnishing services under this Agreement, subject to any express limitations or reservations provided by Owner applicable to the furnished items.

4. Provide to Donohue existing information regarding the existence and locations of utilities and underground facilities.
5. Provide Donohue safe access to premises necessary for Donohue to provide the Services.
6. Inform Donohue whenever Owner observes or becomes aware of a Hazardous Environmental Conditions, as defined in Part IV.3. of this Agreement, that may affect Donohue's Scope of Services or time for performance.

**PART III
COMPENSATION, BILLING AND PAYMENT**

- A. Compensation for the work as defined in the Scope of Services (Part I) of this Agreement shall be in accordance with Donohue's standard chargeout rates in effect at the time the Services are performed. Routine expenses will be billed at cost and subconsultant costs will include a 10% markup. The total cost for these Services and expenses will not exceed \$9,500. This is based on up to forty eight (48) hours of contract operation services.
- B. Donohue will bill Owner monthly, with net payment due in 30 days.
- C. Donohue will notify Owner if Project scope changes require modifications to the above-stated contract value. Services relative to scope changes will not be initiated without written authorization from Owner.

PART IV - STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Donohue's Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession under similar circumstances at the same time and in the locality where the Services are performed. Professional services are not subject to, and Donohue does not provide, any warranty or guarantee, express or implied. Any warranties or guarantees contained in any purchase orders, requisitions, or notices to proceed issued by Owner are void and not binding upon Donohue. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. Donohue shall act as an independent consultant at all times during the performance of its services, and no terms of this Agreement, either express or implied, shall create an agency or fiduciary relationship.

2. CHANGE OF SCOPE. The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Owner. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that the scope must be redefined. Donohue will promptly provide Owner with a written amendment to this Agreement to recognize such change.

3. HAZARDOUS ENVIRONMENTAL CONDITIONS. Unless expressly stated otherwise in the Scope of Services (Part I) of this Agreement, Donohue's scope of services does not include any services relating to a Hazardous Environmental Condition, including but not limited to the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws. In the event Donohue or any other party encounters a Hazardous Environmental Condition, Donohue may at its option suspend performance of services until Owner: a) retains appropriate consultants or contractors to identify and remediate or remove the Hazardous Environmental Condition; and b) warrants that the Project site is in full compliance with all applicable environmental laws.

4. SAFETY. Unless specifically included as a service to be provided under this Agreement, Donohue specifically disclaims any authority or responsibility for general job site safety, or the safety of persons (other than Donohue employees) or property.

5. DELAYS. If performance of Donohue's Services is delayed through no fault of Donohue, Donohue shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

6. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon 30 days written notice to the other party. Owner shall pay Donohue for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. If either party defaults in its obligations under this Agreement (including Owner's obligation to make required payments), the non-defaulting party may, after giving seven days written notice, suspend performance under this Agreement. The non-defaulting party may not suspend performance if the defaulting party commences to cure such default within the seven-day notice period and completes such cure within a reasonable period of time.

Donohue may terminate this Agreement upon seven days written notice if: a) Donohue believes that Donohue is being requested by Owner to perform services contrary to law or Donohue's responsibilities as a licensed professional; or b) Donohue's Services for the Project are delayed, suspended, or interrupted for a period of at least 90 days for reasons not attributable to Donohue's performance of Services; or c) Owner has failed to pay any amount due and owing to Donohue for a period of at least 60 days. Donohue shall have no liability to Owner on account of such termination.

7. OPINIONS OF CONSTRUCTION COST. Any opinion of construction costs prepared by Donohue is supplied for the general guidance of the Owner only. Since Donohue has no control over competitive bidding or market conditions, Donohue cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Owner.

8. RELATIONSHIP TO CONTRACTORS. Donohue shall serve as Owner's professional representative for the Services, and may make recommendations to Owner concerning actions relating to Owner's contractors. Donohue specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected or used by Owner's contractors. Donohue neither guarantees the performance of any construction contractor nor assumes responsibility for any contractor's failure to perform in accordance with the construction contract documents.

9. CONSTRUCTION REVIEW. For projects involving construction, Owner acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Performance of construction-related professional services by a third party or the Owner risks misinterpretation or alternate interpretation of the design intent. Owner agrees to hold Donohue harmless from any claims resulting from performance of construction-related professional services by persons other than Donohue.

10. BETTERMENT. If any item or component of the Project is required due to omission from the construction documents, Donohue's liability shall be limited to the reasonable costs of correction of the construction, less the cost to the Owner if the omitted item or component had been initially included in the construction contract documents. It is intended by this provision that Donohue will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

11. INSURANCE. Donohue will maintain Professional Liability, Commercial General Liability, Automobile, Worker's Compensation, and Employer's Liability insurance coverage in amounts in accordance with legal and Donohue's business requirements. Donohue shall provide to Owner certificates demonstrating such coverage upon request. For projects involving construction, Owner agrees to protect Donohue's interests through appropriate property and liability insurance, and to require its construction contractor, if any, to include Donohue as an additional insured on Contractor's policies relating to the Project. Donohue's coverages referenced above shall, in such case, be excess over contractor's primary coverage.

12. INDEMNIFICATION. To the fullest extent permitted by law, Owner and Donohue each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, but not defend, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be

caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Owner and Donohue, they shall be borne by each party in proportion to its negligence.

To the fullest extent permitted by law, Owner shall indemnify and hold harmless Donohue, its employees, agents, and representatives, and Donohue's subconsultants, from and against any loss, liability, claims and damages caused by, arising out of, or resulting from the presence at the Project site of asbestos, mold, PCBs, petroleum, hazardous substances, or any other pollutant or contaminant, as those terms are defined in pertinent federal, state, and local laws, except to the extent that the loss, liability, or damages are caused solely by the willful misconduct or negligence of Donohue, its agents or employees.

13. LIMITATIONS OF LIABILITY. No owner, shareholder, principal, employee or agent of Donohue shall have individual liability to Owner; and Owner covenants and agrees not to sue any such individual in connection with the Services under this Agreement.

Neither Donohue, Donohue's subconsultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of the compensation to be paid pursuant to this Agreement or two hundred fifty thousand dollars (\$250,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty or negligence. To the fullest extent permitted by Laws and Regulations, Owner and Donohue waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

14. OWNERSHIP AND REUSE OF PROJECT DOCUMENTS. All documents and other deliverables, in all media, prepared by or on behalf of Donohue in connection with this Agreement are instruments of service, and Donohue shall hold the copyright to and all other ownership and property interests in such instruments of service. Upon payment for services rendered, Donohue grants Owner a license to use instruments of Donohue's services for the purpose of constructing, occupying or maintaining the Project. Owner shall not reuse any such documents or other deliverables pertaining to the Project for any purpose other than that for which such documents or deliverables were originally prepared. Owner shall not cause or allow the alteration of such documents or deliverables without written verification and approval by Donohue for the specific purpose intended, and any alteration by Owner shall be at the Owner's sole risk. Owner agrees to indemnify and hold harmless Donohue from all claims, damages, and expenses (including reasonable attorneys' and consultants' fees), arising out of such reuse or alteration by Owner or others acting through Owner.

15. ELECTRONIC MEDIA. Copies of documents that may be relied upon by Owner are limited to printed copies that are signed and sealed by Donohue. Files or information in electronic media are furnished by Donohue to Owner solely for convenience of Owner. Because data stored in electronic media format can deteriorate or be modified, the Owner agrees to perform acceptance tests within 60 days. Donohue will not be responsible to correct any errors or for maintenance of documents in electronic media format after the acceptance period.

16. RECORDS RETENTION. Donohue shall retain on file, for a period of five years following completion or termination of its services, copies of contract documents, final deliverables, and accounting records related to Engineer's services under this Agreement. Upon Owner's request, Donohue shall provide a copy of maintained item to Owner at cost.

17. AMENDMENT. This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.

18. SUCCESSORS, BENEFICIARIES AND ASSIGNEES. This Agreement shall be binding upon and inure to the benefit of the owners, administrators, executors, successors, and legal representatives of the Owner and Donohue. The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assignees.

19. NO THIRD-PARTY BENEFICIARY. Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Owner's construction contractors, if any.

20. STATUTE OF LIMITATION. To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Substantial Completion, as defined by the construction documents prepared by Donohue, or, if no construction documents are prepared, one year after the submittal date of Donohue's most recent invoice for this Agreement. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

21. DISPUTE RESOLUTION. Owner and Donohue shall provide written notice of a dispute within a reasonable time and after the event giving rise to the dispute. Owner and Donohue agree to negotiate any dispute between them in good faith for a period of 30 days following such notice. Owner and Donohue may mutually agree to submit any dispute to mediation or binding arbitration, but doing so shall not be required or a prerequisite to initiating a lawsuit to enforce this Agreement.

22. CONTROLLING LAW. This Agreement is governed by the laws of the state in which the Project is located.

23. NO WAIVER. No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

24. SEVERABILITY. The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

25. AUTHORITY. The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

26. SURVIVAL. All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.



Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Wastewater Operator Contract Form Instructions

1. This form must be typewritten or printed legibly. This form may be completed manually or online using Adobe Reader, a copy of it saved locally, printed, and signed before it is submitted to:

Illinois Environmental Protection Agency
Wastewater Operator Certification Program
BOW/DWPC/CAS #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, IL 62794-9276

Contracts that are emailed or faxed to the Illinois EPA will not be accepted. Contracts must have original signatures.
2. Fill out **ALL** sections of the contract form.
3. The contract operator **MUST** be properly certified at the classification level, or a higher classification than is required to operate the facility.
4. Contracts **MUST** specify a Contract Start **AND** Expiration Date. ***Contracts that list the Expiration Date as 'Open' or have no date listed will automatically expire one year from the Contract Start Date.***
5. Contracts are only allowed a **maximum of a 3-year timeframe**. ***Contracts that list the Expiration Date as any date beyond 3 years from the Contract Start Date will automatically expire 3 years from the Contract Start Date.***
6. Contracts **MUST** specify the **appropriate minimum number of visits per week or month** that is required for the **Group Level** of the facility type. *Refer to the Recommended Guidelines for Wastewater Contract Operator Facility Site Visits.*
7. The contract **MUST designate which party is in responsible charge of meeting the minimum 11 contract requirements.**
8. Contracts **MUST** be signed by **BOTH** the Owner and the Operator. ***If either original signature is missing, the contract will be returned unapproved.***
9. Additional contract provisions between the facility owner and the operator may be submitted as an attachment to the contract form.
10. The contractual agreement **MUST be submitted to the Agency within 30 days of the effective Contract Start Date of the contractual agreement.**
11. The **Agency MUST be notified** by the owner in writing **within seven days** should the contract be terminated prior to the expiration date of the contract.
12. A **new contract MUST be submitted if any changes, modifications, or extensions are made** to the contractual agreement, including a change in the properly certified operator.
13. The contract operator is required to maintain records to document that all contract provisions are being met.
14. Please keep a copy of the completed contract form for your records.
15. For questions about, or assistance with, filling out this form please call: (217) 782-9720.



Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Wastewater Operator Contract

Facility Information:

Facility Name: City of Farmer City STP NPDES Permit Number: IL0022462
Facility Owner/Contact: Taylor Baxter Email Address: citymanager@cityoffarmercity.org

Facility Physical Address:

Street: 105 South Main St. County: DeWitt
City: Farmer City State: IL Zip Code: 61842
Phone (w/area code): 309-928-3412

Facility Mailing Address:

Street: 105 South Main St.
City: Farmer City State: IL Zip Code: 61842

Facility Type (Check One):

What is the Group Level of the facility engaged in this contract?

- Group 1** - Greater than 1.0 MGD
- Group 2**
 - Activated Sludge Plant
 - Small Package Plant
- Group 3**
 - Fixed Film Processes
 - RBCs
 - Imhoff Tanks/Sand Filters
 - Tricking Filters
 - Other
- Group 4**
 - Non-aerated Lagoons **With** Lift Stations
 - Non-aerated Lagoons **Without** Lift Stations
 - Aerated Lagoons
 - Other

What is the Design Average Flow (DAF) of the facility engaged in this contract? 1.0 MGD or greater Less than 1.0 MGD

Contract Operator Personal Information:

Contract Operator Name: Wade Lagle
Operator ID # (if known): 191275267 or Last 4 Digits of Social Security #: 5267
Certified Class Level: Class 1

Home Address

Street Address: 1301 Briarcliff Drive P.O. Box: _____
City: Mahomet State: IL Zip Code: 61853
Cell Phone #: 217-493-0045 Home Phone #: _____
(with area code first) (with area code first)

Contractor Operator Business Information:

Business Name (if applicable): Donohue and Associates

Mailing Address: 1605 South State St. Suite 1C

P.O. Box: _____

City: Champaign

State: IL

Zip Code: 61820

Phone Number (with Area Code: 217-352-9990)

Contract Start Date: Jan 2, 2025

Contract Expiration Date: _____

The contract must specify a Start and Expiration Date. If no expiration date is specified, or is specified as 'open', the contract will automatically expire one year from the Contract Start Date. Contracts are only allowed a maximum of a 3-year timeframe. Contracts that list the Contract Expiration Date as any date beyond 3 years from the Contract Start Date will automatically expire 3 years from the Contract Start Date.

Minimum Number of Visits per: Week: 1 Month: 4 Number of Hours/Visit: 2

Contracts MUST specify the appropriate minimum number of visits and/or hours per week or month that is required for the Group Level of the facility type. Refer to the Recommended Guidelines for Wastewater Contract Operator Facility Site Visits.

Party in Responsible Charge For (at a minimum):

N/A IS NOT AN OPTION FOR ITEMS MARKED WITH AN ASTERISK(*)

Operator Owner N/A

	Operator	Owner	N/A
1. Proper operation of the wastewater treatment plant, including meeting all NPDES permit effluent requirements;	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	*
2. Sample collection pursuant to the NPDES permit;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Preparation, signature, and submittal of Discharge Monitoring Reports;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	*
4. Laboratory analysis;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Maintaining lift stations;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Maintaining spare parts inventory;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Maintaining required operating records and reports;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	*
8. Providing labor and materials for correcting any maintenance and operational problems;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Maintaining, and if necessary, implementing emergency operating plan;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	*
10. Performing preventative maintenance on equipment as recommended by the manufacturer;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Performing routine operational control testing as recommended by the Agency.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	*

Operator's PRIMARY Role with this Contract (please check one):

- Active, hands-on operations and maintenance
- Reports and record-keeping only (Please mark applicable items above).
- Supervisory only (Please mark the items above in which you will be supervising).

Please attach any additional contract provisions between the operator and facility to this form. If a contract narrative is attached to the contract form it MUST reflect the party responsibilities as noted on the contract form. If there is a discrepancy between the contract form and the contract narrative, the contract will be returned unapproved.

Signatures:

Contracts MUST be signed by BOTH the Owner and the Operator. If either original signature is missing, the contract will be returned unapproved.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h)). Falsification of any information in this application by either party, applicant or supervisor, will disqualify the application and be grounds for sanctions of current certificates held by either party (35 Ill. Adm. Code, Subtitle C, Chapter II, Part 380, Section 380.515(b)).

Taylor Baxter
Responsible Party/Facility Owner:

City Manager
Title:

Signature:

Date:

Wade Lagle
Properly Certified Operator

Contract Operator
Title:

Wade Lagle
Signature:

Date:

Return Completed Contract Form To:

Illinois Environmental Protection Agency
Wastewater Operator Certification Program
BOW/DWPC/CAS #19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Pursuant to 35 Ill. Adm. Code 380.1020, the Agency will approve a contract agreement when the contractual operator is properly certified and the provisions of Sections 380.1000, 380.1005 and 380.1010 are satisfied. The Agency will withdraw an approval when it is determined that the contract provisions are not being met or are inadequate to assure proper operation of the wastewater treatment works.

Pursuant to 35 Ill. Adm. Code 380.1015, the contract operator shall maintain records to document that all contract provisions are being met. Pursuant to 35 Ill. Adm. Code 380.1025, modification or extensions to contractual agreements must be submitted to the Agency as a new contract.

*****I EPA USE ONLY*****

Approved By:	Date Approved:	FSP #:	New Contract Expiration Date:
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**Recommended Guidelines for Wastewater Contract Operator
Facility Site Visits**

This is a GENERAL guideline for the recommended MINIMUM number of site visits and minimum number of hours per visit required for wastewater contract operators at each facility type.

Facility Group Level	Full Operation (On-Site)	Supervisory Only (On-Site)
Group 1 (1.0 MGD or Greater)	5 Days/Week and 8 Hours/Day (facility employee must be present weekends and holidays)	3-5 Days/Week and 3-5 Hours/Day + 1 Hour/Day on Saturday, Sunday and Holidays (facility employee must be present daily)
Group 2		
Activated Sludge	5 Days/Week and 4-6 Hours/Day (facility employee must be present weekends and holidays)	3 Days/Week and 2 Hours/Day when the supervisee is present (facility employee must be present daily)
Small Package Plant	1 Day/Week and 1-2 Hours/Day (facility employee must be present daily)	1 Day/Month and 2 Hours/Day when the supervisee is present (facility employee must be present daily)
Group 3		
Fixed Film Processes	5 Days/Week and 3 Hours/Day (facility employee must be present daily)	1-2 Days/Week and 2-4 Hours/Week when the supervisee is present (facility employee must be present daily)
Imhoff Tanks/Sand Filters	1 Day/Week and 2 Hours/Day (facility employee must be present daily)	1-2 Days/Month and 1-2 Hours/Day when the supervisee is present (facility employee must be present daily)
RBCs OR Trickling Filters	5 Days/Week and 4-6 Hours/Day (facility employee must be present daily)	2-3 Days/Week and 2-4 Hours/Week when the supervisee is present (facility employee must be present daily)
Group 4		
Aerated Lagoons	1-2 Days/Week and 2-4 Hours/Day (facility employee must check the WWTP and lift stations daily)	1-2 Days/Month and 2 Hours/Day when the supervisee is present (facility employee must be present daily)
Non-Aerated Lagoons with Lift Stations	1-2 Days/Week and 2-4 Hours/Day (facility employee must check the lift stations daily)	1-2 Days/Month and 2 Hours/Day when the supervisee is present (facility employee must be present daily)
Non-Aerated Lagoons without Lift Stations	1-2 Days/Month and 2 Hours/Day	1 Day/Month and 2 Hours/Day when the supervisee is present
Group K	Number of visits will be based on the complexity of the treatment process.	1 Day/Month and 2 Hours/Day when the supervisee is present
		1 Day/Quarter and 2 Hours/Day when the supervisee is present
Group K-WR – The visits must be made by the certified Class K-WR operator, not the sampling technician.	2 Days/Month during the first 90 days the system is in operation. 1 Day/Month for the duration of system operation. Emergency visits need to be made within 24-hours after any system malfunction/shutdown.	



City of Farmer City, Illinois

Police Department

105 S. Main St. PO Box 49 Farmer City, IL 61842

Office: 309-928-2111 Fax: 309-928-3218

Memo

City Manager, Mayor, and Council:

The police department applied for and received \$8,500 from the Illinois Attorney General Office Organized Crime Grant. When I applied for the funds, I proposed the following 3 uses for the funds.

1. Reimbursement for the original Flock Cameras we purchased (\$8,500.00).
2. Pay for the second-year contract with our current cameras (\$6,000.00).
3. Pay for the purchase and installation of 2 additional Flock Cameras for each side of Route 150 just outside of Farmer City (\$8,500.00).

After receiving the funds, I discovered that proposal one is not an option as we purchased the current cameras prior to the grant. I recently checked into option 2 and found out that our 2nd year billing is not due till August 2025 and is past the June 2025 deadline to spend the funds or return them.

Proposal 3 is now our only option, and upon talking with FLOCK, they are willing to draw up a one-year contract on 2 new cameras instead of the usual 2-year contract requirement. The \$8,500 covers all the costs associated with the installation, maintenance, and use of the 2 new cameras for one year. If we decide not to pick up the second year of the 2 new cameras (\$6,000.00), they simply shut their cameras off. The one-year contract plan gives us time to apply for the same grant again, different grants, or prepare to budget the additional funds.



City of Farmer City, Illinois

Police Department

105 S. Main St. PO Box 49 Farmer City, IL 61842

Office: 309-928-2111 Fax: 309-928-3218

In summary, basically we must spend the \$8,500 that we received by June 2025 or return the funds. In my experience, not spending grant money can lead to not being considered for future grants. I am hoping that you will agree to move forward with spending the funds that we have received to purchase the 2 new cameras for route 150 areas. The FLOCK cameras have been invaluable in solving and preventing crimes.

You can reach me at my email nquest@cityoffarmercity.org, my work cell phone 1-309-275-9629, or office phone 1-309-928-2111 if you have any questions or need anything further.

Respectfully Submitted

Nathan Guest

Chief of Police

flock safety

ORDER FORM

This order form ("Order Form") hereby incorporates and includes the terms of the previously executed agreement (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "Effective Date")

Customer:	IL - Farmer City PD	Initial Term:	12 Months
Legal Entity Name:	IL - Farmer City PD	Renewal Term:	24 Months
Accounts Payable Email:	nguest@cityoffarmercity.org	Payment Terms:	Net 30
Address:	105 S Main St Farmer City, Illinois 61842	Billing Frequency:	Annual Plan - First Year Invoiced at Signing
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$6,000.00
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,250.00	2	\$2,500.00

Subtotal Year 1:	\$8,500.00
Annual Recurring Subtotal:	\$6,000.00
Estimated Tax:	\$0.00
Contract Total:	\$8,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Billing Schedule	Amount (USD)
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Year 1	
At Contract Signing	\$8,500.00
Annual Recurring after Year 1	\$6,000.00
Contract Total	\$8,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: IL - Farmer City PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Ordinance No. 1137

An Ordinance Prohibiting Through Truck Traffic on Designated Streets and creating Schedule VIII: Through Truck Traffic Prohibited in Chapter 77: Traffic Schedules in Title VII: Traffic Code

WHEREAS, the City of Farmer City, DeWitt County, Illinois (the “City”) is an Illinois municipality, as such, the Illinois Municipal Code (65 ILCS 5/1-2-1) grants municipalities the authority to pass and enforce all necessary ordinances; and

WHEREAS, the City Council for the City of Farmer City desires to prohibit certain through truck traffic on certain streets to protect the streets and the public and the Illinois Municipal Code (65 ILCS 5/11-80-2) grants municipalities authority to regulate the use of streets; and

WHEREAS, the Mayor and the City Council (the “Corporate Authorities”) have determined that it is necessary and in the best interest of the community to adopt an ordinance to prohibit certain through truck traffic on certain streets.

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

Section 1. New Schedule VIII in Chapter 77. The following Schedule VIII entitled “THROUGH TRUCK TRAFFIC PROHIBITED” is hereby added to Chapter 77, entitled “TRAFFIC SCHEDULES” in TITLE VII, entitled “TRAFFIC CODE”, of the Farmer City Code, as follows:

SCHEDULE VIII. THROUGH TRUCK TRAFFIC PROHIBITED.

(A)

It shall be illegal for any person to drive a truck on the streets, highways, roadways, or alleys in the City of Farmer City described in Subsection C of this schedule except for the purpose of making business deliveries or pick up of personal property, or performing contractual services for hire, or of going to one's home as not otherwise prohibited by law. Any person driving a truck for one of the purposes enumerated in this Subsection A on streets where through truck traffic is prohibited shall limit the distance traveled on such streets by entering and leaving the prohibited streets at the nearest intersections with streets suitable for truck traffic to the destination of the vehicle.

(B)

Every person found driving a truck on the streets, highways, roadways or alleys described in Subsection C of this schedule shall be presumed to be driving said truck in violation of Subsection A and shall be issued a traffic citation therefor. Proof that a person was driving a truck on said streets, highways, roadways, or alleys shall constitute a prima facie case and as a defense to such citations the person receiving the citation shall have the burden of proof to show that at the time the citation was issued the person was driving the truck to or from a location on said streets, highways, roadways or alleys for one of the purposes and in the manner allowed in Subsection A of this schedule.

(C)

It shall be illegal for any person to drive any trucks on the following streets, highways, roadways or alleys in the City of Farmer City:

1. John Street between Clinton Avenue and Monroe Street
2. Allen Street between Clinton Avenue and Main Street
3. Main Street between U.S. Route 150 and Illinois Route 54/Clinton Avenue
4. Plum Street between U.S. Route 150 and Illinois Route 54/Clinton Avenue
5. High Street between Illinois Route 54/Clinton Avenue and Harrison Street

(D)

The City Manager shall cause appropriate signs to be erected along such streets as soon as reasonably practicable. The restrictions imposed and so designated by this schedule shall become effective when such applicable signs are so erected.

(E)

Penalty. Any person violating any provision of this schedule shall be fined not less than \$100 nor more than \$500 for each offense.

(Ord. No. , passed)

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

Section 3. Effective Date. The provisions of this Ordinance shall become effective ten (10) days following its passage, approval and publication as required by law.

Section 4. Conflict. All other ordinances or parts of ordinances which are in conflict with the

provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

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

Upon motion by Council Member _____, seconded by Council Member _____, passed by the Mayor and City Council of the City of Farmer City, Illinois this 3rd day of February 2025, by roll call vote, as follows:

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

PASSED this 3rd day of February, 2025.

Angie Wanserski, City Clerk

APPROVED this 3rd day of February, 2025.

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 February 3, 2025, insofar as same relates to the adoption of Ordinance No. 1137, entitled:

An Ordinance Prohibiting Through Truck Traffic on Designated Streets and creating Schedule VIII: Through Truck Traffic Prohibited in Chapter 77: Traffic Schedules in Title VII: Traffic Code

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Farmer City, Illinois, this 3rd day of February, 2025.

(SEAL)

Angie Wanserski, City Clerk