

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, DECEMBER 1, 2025
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

- Call to order
- Roll call
- Pledge of allegiance to the flag
- Proclamations/presentations/recognitions -
- Public Comment –

CONSENT AGENDA

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

- Approval of the minutes for the November 3, 2025 council meeting
- Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Ordinance 1147 2025-2026 Tax Levy
- B. Resolution 2025-138 resolution for improvement under the Illinois Highway Code - adding preliminary/construction engineering to the Plum St/Route 150 MFT project.
- C. Approval of Phase II Design Engineering Agreement - Maurer-Stutz.
- D. Resolution 2025-139 Declaring 109 S. Main Street, Farmer City, IL 61842 as Surplus Property and Directing the Sale of Real Estate and Related Matters.
- E. Ordinance 1148 -An Ordinance Concerning Amending the Zoning Map Classification for 224 W. Clinton Avenue, Farmer City, DeWitt County, Illinois.
- F. Ordinance 1149 – Ordinance Accepting Certain Right of Way Granted to the City of Farmer City, Illinois - Plum/150 Intersection
- G. Approval of Risk Management and Workers' Compensation Insurance Program in the amount of \$139,331.
- H. Approval of Construction Phase Engineering Services - 1-74 Project Utility Extension Project in the amount of \$142,000 - Fehr Graham
- I. Approval of hiring Mark Peterson for CM evaluation in the amount of \$2125.00.

EXECUTIVE SESSION

OTHER ITEMS

- A. City manager report
- B. 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
NOVEMBER 3, 2025 6 p.m.

ROLL CALL Present: Councilmembers David Walsh, Chad Jacobs, Kurtis Bozarth and Willard McKinley acting as interim mayor. Absent: Mayor Scott Testory.

Also, in attendance: City Manager Taylor Baxter, City Clerk Angie Wanserski and City Attorney Joe Chamley.

PLEDGE OF ALLEGIANCE TO THE FLAG

PROCLAMATION/PRESENTATION

Renee Brucker from MCK CPAs & Advisors was in attendance to give council the recent audit findings. Renee stated that her office has issued a “clear unmodified opinion” which is the highest and best opinion. She found that as of April 30, 2025, the city had a net position of 11.3 million. Reports on government funds remain stable and there were only two funds showing deficits: the crossing guard and garbage funds. Internal controls have improved from last year to current.

Alex Meyer with Loman-Ray Risk Management and Kyle Shull with Insurance Program Managers Group (IPMG) attended the council meeting to talk to council about casualty/liability insurance options. Their proposal would have added options including scheduled appraisals on all city buildings, legal resources, grant programs and tailored coverages. This insurance would be in lieu of the city’s current RMA coverage.

ROLL CALL Present: Councilmembers David Walsh, Chad Jacobs, Kurtis Bozarth and Willard McKinley and Mayor Scott Testory.

PUBLIC COMMENT Pat Ryan, a member of the DeWitt County board, appeared before council to inform them he was in support of the proposed grocery store.

CONSENT AGENDA

- A. Approval of the minutes of the October 20, 2025 council meeting.
- B. Fund Warrant List

MOTION by McKinley, seconded by Walsh, to approve the consent agenda. Voted unanimously. Motion carried.

UNFINISHED BUSINESS n/a

NEW BUSINESS

- A. Ordinance 1146 approving a redevelopment agreement for 111 S Main St, Farmer City, IL (Farm to City Harvest Store, Inc).
The city is prepared to invest \$100,000 in 111 S Main St for the proposed Farmer to City Harvest Store, Inc grocery store. The funds will come from TIF monies and business district funds. City attorney Joe Chamley has prepared a redevelopment agreement spelling out the terms and there are no legal problems with the proposed setup.

MOTION by McKinley, seconded by Walsh, to approve Ordinance 1146 approving a redevelopment agreement for 111 S Main St, Farmer City, IL (Farm to City Harvest Store, Inc). Voted unanimously. Motion carried.

B. Resolution 2025-137 amending 2026 meeting dates as required by law.

This resolution sets the meeting dates and holidays for 2026. There have been no new changes since the previous year.

MOTION by McKinley, seconded by Walsh, to approve Resolution 2025-137 amending 2026 meeting dates as required by law. Voted unanimously. Motion carried.

C. Approval of a backhoe purchase from Birkey's in the amount of \$58,000.00.

The proposed backhoe is a 2023 model with less than 500 hours. There have been extensive repairs to the current backhoe and it is an imperative piece of equipment for the city. The current backhoe will be used as a trade-in.

MOTION by McKinley, seconded by Walsh, to amend the current motion to include "purchase is subject to the city manager verifying a warranty on the 2023 backhoe" from Birkey's in the amount of \$58,000. Voted unanimously. Motion carried.

MOTION by McKinley, seconded by Walsh, to approve the amended motion approving a backhoe purchase from Birkey's in the amount of \$58,000 pending the verification of a warranty. Voted unanimously. Motion carried.

EXECUTIVE SESSION

none

CITY MANAGER REPORT

City Manager Baxter informed council that he was waiting to hear back from GFL regarding their yearly leaf/limb pickup. The leaves have not fallen much yet, so they are waiting to provide a date due to mother nature.

NON-AGENDA ITEMS AND OTHER BUSINESS

ADJOURNMENT

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

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
EVANS FROELICH BETH & CH	200.00	109 S MAIN ST	DSB
EVANS FROELICH BETH & CH	60.00	150 PLUM ROW	DSB
EVANS FROELICH BETH & CH	160.00	SOLAR	DSB
EVANS FROELICH BETH & CH	140.00	ADMIN ISSUE	DSB
MIDWEST MAILING & SHIPPING	561.00	RENTAL-FOLDER INSERTER- QTRLY	DSB
U.S. BANK	139.41	USBANK	DSB
T-MOBILE	46.25	MONTHLY SERVICE	DSB
T-MOBILE	202.95	MONTHLY SERVICE	DSB
SWINDERMAN INC.	460.86	COUNCIL ROOM CAMERA	DSB
U.S. BANK	4.84	U.S. BANK	DSB
QUADIENT FINANCE USA INC.	200.00	POSTAGE METER USAGE	DSB
CLINTON JOURNAL	1,470.00	ANNUAL TREASURERS REPORT	DSB
CLINTON JOURNAL	49.00	ZONING HEARING	DSB
MUNICIPAL CLERKS OF ILLINOI	55.00	ANNUAL DUES 2026	DSB
U.S. BANK	195.00	USBANK	DSB
U.S. BANK	2,176.19	U.S. BANK	DSB
NICOR GAS	60.80	NICOR GAS	DSB
NICOR GAS	54.61	NICOR GAS	DSB
MTK TECHNOLOGIES INC.	948.00	MONTHLY SUPPORT	DSB
MTK TECHNOLOGIES INC.	250.00	SUPPORT- DOMAIN REGISTRATION	DSB
U.S. BANK	2.54	U.S. BANK	DSB
COOPER, BILLIE	36.50	EXPENSE REIMB- CITY HALL	DSB
EVANS FROELICH BETH & CH	800.00	CITY COUNCIL MEETING	DSB
U.S. BANK	2,070.02	U.S. BANK	DSB
EVANS FROELICH BETH & CH	160.00	FOIA POLICE REPORT REQUEST	DSB
VERIZON	183.35	MONTHLY TELEPHONE	DSB
U.S. BANK	74.17	U.S. BANK	DSB
NAPA AUTO PARTS	29.04	POLICE VEHICLE SUPPLIES	DSB
U.S. BANK	1,765.37	U.S. BANK	DSB
KING, JACOB	95.03	BOOT REIMBURSEMENT	DSB
U.S. BANK	203.88	U.S. BANK	DSB
BIRKEY'S	920.88	TRACTOR LOADER REPAIRS	DSB
NAPA AUTO PARTS	41.00	FLEX CONNECTOR	DSB
NAPA AUTO PARTS	85.10	EXHAUST SUPPLIES	DSB
NAPA AUTO PARTS	41.00	FLEX CONNECTOR	DSB
NAPA AUTO PARTS	51.98	CLAMP	DSB
RUSH TRUCK CENTER- CHAMP	684.65	TRUCK REPAIRS	DSB
DARNELL CONCRETE PRODUC	79.00	RISER RING- STREETS	DSB
MID-WEST TRUCKERS ASSOCI	99.00	ANNUAL SERVICE CHARGE	DSB
T-MOBILE	46.26	MONTHLY SERVICE	DSB
MENARDS - CHAMPAIGN	95.76	CONCRETE MIX	DSB
MENARDS - CHAMPAIGN	15.96	CONCRETE MIX	DSB
McKINLEY WATER CONDITIONI	10.00	STREETS SUPPLIES	DSB
EVERGREEN FS INC	373.54	STREETS DIESEL	DSB
BIRKEY'S	14,500.00	BACKHOE PURCHASE	DSB
NAPA AUTO PARTS	18.99	LAMP	DSB
T-MOBILE	46.26	MONTHLY SERVICE	DSB
LEROY TRUE VALUE HARDWAR	8.49	BAMBOO STAKE	DSB
U.S. BANK	1,100.30	U.S. BANK	DSB
MENARDS - CHAMPAIGN	222.89	PARKS SUPPLIES	DSB
COOPER, BILLIE	108.55	EXPENSE REIMB- PARKS	DSB
Total 100:	31,398.34		
110			
EVANS FROELICH BETH & CH	200.00	AUDIT LETTER	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 110:	200.00		
150			
MORTON SALT INC	2,063.12	BULK SALT	DSB
Total 150:	2,063.12		
270			
MAURER-STUTZ	5,977.50	SAFE ROUTES TO SCHOOL	DSB
MAURER-STUTZ	2,142.50	SAFE ROUTES TO SCHOOL	DSB
EVANS FROEHLICH BETH & CH	1,220.00	TIF 2 AGREEMENT	DSB
Total 270:	9,340.00		
490			
GFL ENVIRONMENTAL	12,696.34	MONTHLY SERVICES	DSB
Total 490:	12,696.34		
510			
T-MOBILE	46.26	MONTHLY SERVICE	DSB
FRONTIER	188.64	WATER PHONE	DSB
WATER SOLUTIONS UNLIMITED	3,845.10	CHEMICALS	DSB
EVERGREEN FS INC	373.56	WATER DIESEL	DSB
WATER PRODUCTS CO.	89.50	METER COUPLINGS	DSB
CORE & MAIN LP	233.32	METERS	DSB
WIRELESS DATANET	1,500.00	LEAD LINE REPLACEMENT- 352 S JOHN	DSB
BIRKEY'S	14,500.00	BACKHOE PURCHASE	DSB
MAURER-STUTZ	940.00	WASHINGTON STREET WATER MAIN REPLACEMENT	DSB
MAURER-STUTZ	507.50	WASHINGTON STREET WATER MAIN REPLACEMENT	DSB
Total 510:	22,223.88		
520			
DARNELL CONCRETE PRODUC	745.00	SEWER REPAIRS	DSB
T-MOBILE	46.26	MONTHLY SERVICE	DSB
DONOHUE & ASSOCIATES INC.	1,080.00	CONTRACT OPERATIONS	DSB
DONOHUE & ASSOCIATES INC.	1,700.00	WWTP FACILITY PLAN	DSB
USA BLUEBOOK	56.17	TUBE ASSEMBLY	DSB
USA BLUEBOOK	69.05	GLASS FIBER FILTERS	DSB
EVERGREEN FS INC	373.56	SEWER DIESEL	DSB
YEAGLE ELECTRIC INC	133.60	SEWER REPAIRS	DSB
G.A. RICH & SONS	2,019.03	WWTP RETURN VALVE	DSB
BIRKEY'S	14,500.00	BACKHOE PURCHASE	DSB
USA BLUEBOOK	873.09	GRAVITY OVEN	DSB
USA BLUEBOOK	235.47	FLOATS/SWITCHES	DSB
Total 520:	21,831.23		
530			
U.S. BANK	389.68	U.S. BANK	DSB
BHMG ENGINEERS INC.	191.46	EPA ANNUAL REPORTING	DSB
WILL JACKSON	850.00	501 N. PLUM ST.- STUMP GRINDING	DSB
U.S. BANK	73.27	USBANK	DSB
T-MOBILE	46.26	MONTHLY SERVICE	DSB
U.S. POSTAL SERVICE	735.45	MONTHLY BILLS	DSB
U.S. BANK	458.21	U.S. BANK	DSB

Vendor Name	Net Invoice Amount	Description	Created by
NICOR GAS	54.59	NICOR GAS	DSB
IMEA	113,647.19	ELEC GENERATION- Oct 25	DSB
NICOR GAS	384.13	NICOR GAS	DSB
NICOR GAS	162.42	NICOR GAS	DSB
ANIXTER INC	1,321.20	ELECTRIC SUPPLIES	DSB
U.S. BANK	32.16	U.S. BANK	DSB
EVERGREEN FS INC	373.56	ELECTRIC DIESEL	DSB
BIRKEY'S	14,500.00	BACKHOE PURCHASE	DSB
Total 530:	133,219.58		
Grand Totals:	232,972.49		

ORDINANCE 1147

ORDINANCE LEVYING REAL ESTATE TAXES FOR ALL CORPORATE PURPOSES FOR THE CITY OF FARMER CITY, ILLINOIS, BASED ON APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2025 AND ENDING ON APRIL 30, 2026

WHEREAS, the City of Farmer City has the responsibility before the last Tuesday of December of each year to adopt an ordinance levying taxes for all corporate purposes for the current fiscal year; and

WHEREAS, the City Council of the City of Farmer City has examined the corporate financial needs for the fiscal year beginning May 1, 2025 and ending April 30, 2026 and determined the amounts needed to defray the expenses and liabilities of the City; and

WHEREAS, the taxes levied below, excluding amounts levied for debt service, did not exceed 105% of the amounts that were extended by the County Clerk for City purposes, excluding amounts for debt service, for the preceding year and, therefore, the notice required under the Truth and Taxation law was not required.

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

FIRST: The amounts hereinafter set forth, or so much as may be authorized by law, are levied for such purposes as: Corporate (General Purpose), Police Protection, Insurance and Tort Judgments, Public Parks, Illinois Municipal Retirement Fund, Farmer City Public Library, Social Security, Audit, Emergency Services, Street Lighting, School Crossing Guard, Sewage System and Lease / Purchase for the fiscal year of the said City of Farmer City, Illinois, beginning the first day of May 2025 and ending on the 30th day of April 2026.

SECOND: The amounts levied for each appropriated object and purpose for which real estate taxes can be levied are detailed in the City of Farmer City annual budget and approved through **Ordinance 2025-1141** being the appropriation ordinance for fiscal year 2025-2026 and are summarized as follows:

TAX LEVY SUMMARY

CORPORATE PROPERTY TAX (65 ILCS 5/8-3-1)	\$ 70,862.06
POLICE PROTECTION TAX (65 ILCS 5/8-8-8)	\$ 21,258.62
INSURANCE AND TORT JUDGMENTS (745 ILCS 10/9-107)	\$ 45,635.17
PUBLIC PARKS TAX (65 ILCS 5/11-98-1)	\$ 28,344.83
ILLINOIS MUNICIPAL RETIREMENT FUND (40 ILCS 5/7-171)	\$172,903.43
LIBRARY TAX (75 ILCS 5/3-1)	\$ 42,517.24
SOCIAL SECURITY TAX (65 ILCS 5/21-110)	\$ 59,524.13
MUNICIPAL AUDIT TAX (65 ILCS 5/8-8-8)	\$ 42,517.24
EMERGENCY SERVICES & DISASTER OPERATIONS (65 ILCS 5/8-3-16)	\$ 708.62
LEASE / PURCHASE - EQUIPMENT (65 ILCS 5/11-76.1-2)	\$ 0.00
STREET LIGHTING TAX (65 ILCS 5/11-80-5)	\$ 14,172.41

SCHOOL CROSSING GUARD (65 ILCS 5/11-80-23)	\$ 5,668.97
SEWAGE SYSTEM (65 ILCS 5/11-143-1)	\$ 28,344.83
WORKING CASH (65 ILCS 5/8-7-3)	\$ 0.00
UNEMPLOYMENT INS	\$ 9,920.69
TOTAL TAXES LEVIED	<u>\$535,292.02</u>

THIRD: The City Clerk shall make and file with the County Clerk of DeWitt County duly certified copies of this ordinance.

FOURTH: The amount levied by Section Two of this ordinance is required by said City of Farmer City as aforesaid and extended upon the appropriate tax books for the fiscal year of said City of Farmer City beginning May 1, 2025 and ending April 30, 2026.

FIFTH: If any section, subdivision or sentence of this ordinance is for any reason held to be invalid or to be unconstitutional, such a decision shall not affect the validity of the remaining portion of this ordinance.

SIXTH: This ordinance shall be in full force and effect from and after its adoption, as provided by law and publication in pamphlet form.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 1ST DAY OF DECEMBER 2025.

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

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk

CITY OF FARMER CITY

TAX LEVY FOR 2025/26

(payable in 2026)

	EAV 2024	actual 2025 (payable in 2025)	Rec'd	estimated EAV FOR 2025	rate	proposed 2026
Corporate	\$25,998,765	\$64,996.93	\$65,457.64	\$28,344,825	0.25000	\$70,862.06
Police	\$25,998,765	\$19,499.08	\$19,636.85	\$28,344,825	0.07500	\$21,258.62
Street Lights	\$25,998,765	\$12,999.38	\$13,091.64	\$28,344,825	0.05000	\$14,172.41
Parks	\$25,998,765	\$19,499.08	\$19,636.85	\$28,344,825	0.07500	\$21,258.62
Sewerage	\$25,998,765	\$25,998.77	\$26,183.38	\$28,344,825	0.10000	\$28,344.83
IMRF	\$25,998,765	\$174,449.14	\$175,685.35	\$28,344,825	0.67099	\$172,903.43
Audit	\$25,998,765	\$40,259.09	\$40,544.37	\$28,344,825	0.15485	\$42,517.24
Liability	\$25,998,765	\$43,209.95	\$43,515.87	\$28,344,825	0.16620	\$45,635.17
ESDA	\$25,998,765	\$673.37	\$677.97	\$28,344,825	0.00259	\$708.62
Unemployment Ins	\$25,998,765	\$9,393.36	\$9,460.04	\$28,344,825	0.03613	\$9,920.69
Social Security	\$25,998,765	\$56,360.13	\$56,759.59	\$28,344,825	0.21678	\$59,524.13
School Crossing	\$25,998,765	\$5,199.75	\$5,236.88	\$28,344,825	0.02000	\$5,668.97
Library	\$25,998,765	\$38,998.15	\$39,274.64	\$28,344,825	0.15000	\$42,517.24
	1.96754	\$511,536.18	\$515,161.07		1.8885	\$535,292.02

Truth in Taxation hearing required in levy is over 105% of previous year

Without Truth in Taxation hearing, the 2025 levy could be \$537,112.99 or 105% X \$511,536.18

or an increase of \$25,576.81
the actual increase = \$23,755.84



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

[X] Yes [] No

Table with Resolution Type (Supplemental), Resolution Number (2025-138), and Section Number (23-00009-00-PV)

BE IT RESOLVED, by the Council of the City of Farmer City, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Table with columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row: N. Plum Street, 0.11, US Route 150 (Grove St), W. Van Buren St

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed. Row: None

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

an intersection reconstruction at Plum/US150; ROW acquisition; new pavement, combination concrete curb and gutter and drainage improvements on North Plum Street. This supplemental resolution shall provide for additional services to complete required PS&E to update for a February 2026 letting, coordinate 2024 LPA funding with City/IDOT, help City coordinate authorization of MFT Funds with IDOT and complete Phase III Construction Engineering.

2. That there is hereby appropriated the sum of one hundred twenty thousand

Dollars (\$120,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Angie Wanserski, Clerk in and for said City of Farmer City

of Farmer City in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Farmer City at a meeting held on

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of December, 2025

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049
Telephone: (309) 928-2842

MEMO

Date: 12/1/2025
To: Mayor, City Council, and Attorney Joe Chamley
From: Taylor Baxter - City Manager
RE: Phase II Design Engineering Agreement – Plum/150

Mayor and Council,

The attached Professional Engineering Services Agreement between the City of Farmer City and Maurer-Stutz, Inc. outlines the engineering services required for the referenced project section and complies with IDOT's Bureau of Local Roads and Streets standards. The agreement includes the Scope of Services, Project Schedule, QBS documentation, CECS worksheets, and the Construction Testing Proposal.

Under this contract, Maurer-Stutz will perform all required engineering services in accordance with applicable federal, state, and local regulations. The total contract amount is **\$116,812.88**.

Sincerely,

Taylor Baxter
City Manager

MAURER-STUTZ

ENGINEERS SURVEYORS

3116 N. Dries Lane, Suite 100
Peoria, IL 61604

TEL 309-693-7615
FAX 309-693-7616

PROJECT: Farmer City Plum St/US 150 Project

PROJECT NO.: 237-22008.01

BY: GBM DATE: November 13, 2025

LETTER OF TRANSMITTAL

TO: Taylor Baxter
City Manager
105 S. Main Street
Farmer City, IL 61842

SUBJECT: MFT Construction
City of Farmer City
23-00009-00-PV

ATTENTION: Taylor

TRANSMITTING: Herewith
 Under Separate Cover

BY: Messenger
Mail
UPS

ENCLOSED: Prints
 Specifications
 Shop Drawings
 Copies
 Other

FOR: Approval
Your Files
Your Signature
Distribution
Per Your Request

COPIES:	DESCRIPTION:
4	Preliminary Engineering Agreement – BLR 05530
4	Improvement Resolution – BLR 09110

REMARKS: Enclosed are the required documents for adding Preliminary/Construction Engineering for the referenced City of Farmer City Project. Please return all signed copies to me at the above address. If you have any questions or comments, please don't hesitate to contact me at (309) 693-7615.

Thank-you

FROM: 
George B. Merkle, P.E.
Senior Project Engineer

Cc: File



Using Federal Funds? Yes No

Using State Funds (Non-MFT)? Yes No

Agreement For

MFT PE/CE

Agreement Type

Supplement

Number

2

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Farmer City	DeWitt	23-00009-00-PV	
Project Number	Contact Name	Phone Number	Email
	Taylor Baxter	(309) 928-3412	citymanager@cityoffarmercity.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Plum Street			
Location Termini			Add Location
Van Buren Street to US 150			Remove Location
Project Description			

Engineering Funding	<input checked="" type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other
Anticipated Construction Funding	<input type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input checked="" type="checkbox"/> State <input type="checkbox"/> Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Maurer-Stutz, Inc.	Jeff Spiller	(309) 693-7615	jdspiller@mstutz.com
Address	City	State	Zip Code
3116 N. Dries Lane, Suite 100	Peoria	IL	61604

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT.
- In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awards.

shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LPA.

- (e) Inspection of all materials when inspection is not provided at the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Maurer-Stutz, Inc.	271013849	\$116,812.88
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$116,812.88
Total for all work		\$116,812.88

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The City of Farmer City

By (Signature & Date)

By (Signature & Date)

Local Public Agency Farmer City Local Public Agency Type City Clerk

Title City Manager

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name Maurer-Stutz, Inc.

By (Signature & Date)
Alison B. Merkel 11/12/2025

By (Signature & Date)
Jeffrey D. Miller 11/17/2025

Title Senior Project Engineer

Title Associate Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.

RESOLUTION NO. 2025-139

A RESOLUTION

**DECLARING 109 SOUTH MAIN STREET, FARMER CITY, IL 61842 AS SURPLUS
PROPERTY AND DIRECTING THE SALE OF REAL ESTATE AND RELATED
MATTERS**

WHEREAS, the City of Farmer City, DeWitt County, Illinois (the “City”) has the power and authority under and pursuant to Division 76 of the Illinois Municipal Code (65 ILCS 5/11-76-1 et seq.), specifically Sec. 11-76-4.1, and also the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-4(c) et seq.), as supplemented and amended (collectively, the “Act”); to convey real estate when, in the opinion of the Mayor and City Council (the “Corporate Authorities”) of the City, such real estate is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City or if conveyance is reasonably necessary to achieve the objectives of the redevelopment plan for the Farmer City Forward Project Redevelopment Area; and

WHEREAS, such power and authority to convey real estate under and pursuant to the Act is to be exercised by a resolution passed subsequent to this resolution by two-thirds of the Corporate Authorities holding office; and

WHEREAS, the City owns the real estate identified as:

Lots 2 and 5 in Block 10 and the public area lying between Lots 4 and 5 in Block 10 in the Original Town of Mount Pleasant, now City of Farmer City, situated in the County of DeWitt and State of Illinois, as shown by Plat thereof recorded in the Recorder’s Office of DeWitt County, Illinois on August 5, 1841 in Book “P” of Deeds on Page 326. PIN: 05-28-338-022

The total area is to be subdivided. The current zoning is B-1 General Commercial District. The portions to be sold consist of the building and underlying land upon which the buildings lie (the “Real Estate”). The unimproved areas to the east of the building shall not be sold, but shall be retained by the City; and

WHEREAS, the Corporate Authorities obtained a written certified appraisal of the Real Estate as of August 6, 2025 prepared by Nord Appraisal Services, LLC, Tim Nord IL #553.002806 Expires September 30, 2025, Illinois Certified General Real Estate Appraiser, which set a value of the Real Estate at \$30,000 and a copy of said Appraisal is available for public inspection at City Hall.

WHEREAS, the Corporate Authorities now desire to provide direction for a sale of the Real Estate under and pursuant to the provisions of the Act.

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

Section 1. Findings. The Corporate Authorities of the City hereby expressly find and determine that the Real Estate is no longer necessary, appropriate, required for the use of, profitable

to, or for the best interests of the City to retain and conveyance is reasonably necessary to achieve the objectives of the redevelopment plan for the Farmer City Forward Project Redevelopment Area.

Section 2. Location, Use and Conditions for the Real Estate. The Real Estate consists of a commercial building located at 109 South Main Street, Farmer City, Illinois 61842. The unimproved areas to the east of the building shall not be sold, but shall be retained by the City. Conditions of sale of some or all of Real Estate: Buyer to propose commercial redevelopment and redevelopment incentives sought; restrictive covenant that will run with the land requiring the building to be used exclusively for a permitted business; redevelopment completed within 1 year or less; reversion to City if buyer fails to develop within proposed timelines. Letter of Credit may be required to assure development.

Section 3. Directing Sale; Notice. The sale of the Real Estate is hereby directed to be made under and pursuant to the Act by the City Manager requesting proposals. This Resolution shall be published at least once in the *Clinton Journal*, a newspaper published within DeWitt County. Additional terms of sale:

Any proposal in connection with this notice shall be in the form of a written contract proposal submitted to the City Manager, 105 S. Main, Farmer City, IL 61842. Each such submittal shall show the name, address and telephone number of the party submitting such proposal. In no event shall the sale price be less than \$24,000. Proposals may be submitted at any time and they will be reviewed and evaluated as they are received. At any time, Corporate Authorities of the City may accept any proposal determined to be in the best interests of the City by a vote of two-thirds of the Corporate Authorities then holding office.

Each submittal shall contain the following information:

1. Description of project being proposed and the proposed use or uses of the building.
2. Estimated size and cost of proposed project.
3. General schedule for project.
4. Developer background and financial capability to successfully complete the project.
5. Offer amount to purchase the building and real estate including the offer price and any other terms and conditions of the offer, if any.
6. Contact person.

All inquiries for clarification or further information in connection with this proposed sale of such real estate and all requests to inspect such real estate shall be directed to the City Manager at the address set forth above, including by telephone at (309) 928-3412.

The City also reserves the right to reject any and all proposals, to waive informalities, and to select the proposal and developer for the Real Estate that, in the City's sole discretion, is the best fit for the central business district and is in the best interest of the City of Farmer City.

Section 4. Ratification and Supplemental Authority. All actions of the officers, employees and agents of the City heretofore taken in connection with the proposed sale of the Real Estate are hereby ratified, confirmed and approved. From and after the effective date of this Resolution, the proper officers, employees and agents of the City are hereby further authorized, empowered and directed to do all such acts and things as may be necessary to accomplish the purposes of this

Resolution in accordance with the applicable provisions of the Act.

Section 5. Effective Date. This Resolution shall become effective upon its passage and approval as required by law.

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a two-thirds majority of the Corporate Authorities at a meeting on the date set forth below upon a roll call vote as follows:

“Ayes” _____

 “Nays” _____

 “Absent” _____

PASSED December 1, 2025.

Angie Wanserski, City Clerk

APPROVED December 1, 2025.

Scott Testory, Mayor

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

CERTIFICATION OF RESOLUTION

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

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

A RESOLUTION
DECLARING 109 SOUTH MAIN STREET, FARMER CITY, IL 61842 AS SURPLUS
PROPERTY AND DIRECTING THE SALE OF REAL ESTATE AND RELATED MATTERS

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

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Farmer City, Illinois, this 1st day of December, 2025.

(SEAL)

Angie Wanserski, City Clerk



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049
Telephone: (309) 928-2842

MEMO

Date: 12/1/2025
To: Mayor, City Council, and Attorney Joe Chamley
From: Taylor Baxter - City Manager
RE: Public Hearing & Planning and Zoning Commission Summary – Rezoning Request for 224 W. Clinton Avenue (PZC #25-01)

Mayor and Council,

This memo provides an overview of the public hearing, Planning and Zoning Commission meeting, and staff findings regarding the rezoning application for 224 W. Clinton Avenue. The Commission's recommendation is included for Council consideration.

A public hearing was held on November 10, 2025 at 6:00 p.m. in the City Council Chambers, followed immediately by the regular meeting of the Planning and Zoning Commission.

After reviewing all materials, hearing public input, reviewing the Finding of Facts, and considering staff recommendations, the Planning and Zoning Commission recommends approval of the rezoning request, with the modification that the property be rezoned from **General Commercial (B-1)** to **High Density Single-Family Residential (R-2)**.

With the Planning and Zoning Commission having completed its review and issued a formal recommendation to rezone the property to R-2, the matter now advances to the City Council for official consideration and final approval.

Sincerely,

Taylor Baxter
City Manager

ORDINANCE 1148

An Ordinance Concerning Amending the Zoning Map Classification for 224 West Clinton Avenue, Farmer City, DeWitt County, Illinois

WHEREAS; the City of Farmer City is a municipality in accordance with the constitution of the State of Illinois of 1970; and

WHEREAS, the City Council of the City of Farmer City, Illinois, pursuant to the authority conferred by the Statutes of the State of Illinois, has established certain standards and procedures, including Comprehensive Plan designations and policies for the use of land and for zoning establishment and amendment within the corporate limits of the City of Farmer City, Illinois; and,

WHEREAS, the Petitioner, has requested a zoning map amendment for the subject property (224 West Clinton Avenue, Farmer City, IL) from General Commercial (B-1) to Low Density Single-Family Residential (R-1); and,

WHEREAS, the legal description for the property to be rezoned is as follows:

W T BEAN ADDITION~PT LT 5 - BEG SW COR, N91, NE TO E LN LT 5, S TO SE COR, SW104 TO POB (EX PT LT 5 TAKEN FOR HWY IN 246-117)

WHEREAS, a Public Hearing concerning the proposed rezoning was held on November 10, 2025 by the Farmer City Zoning Board to solicit evidence and testimony from the public; and,

WHEREAS, the Farmer City Zoning Board recommended the City Council make a zoning map amendment, but to High Density Single-Family Residential (R-2); and,

WHEREAS, the City Council met and reviewed the evidence and testimony submitted and considered all of the available factual evidence concerning the requested action.

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

A. The City Council of the City of Farmer City does hereby **GRANT** the zoning map amendment for the subject property from General Commercial (B-1) to High Density Single-Family Residential (R-2) (the “amended zoning”);

B. The Board of Trustees does hereby further set forth the following findings of fact concerning the zoning amendment:

1. The procedural requirements for zoning establishment or amendment **HAVE** been met.
2. The initially requested re-zoning to Low Density Single-Family Residential (R-1) is not suited for this parcel and Petitioner concurs that High Density Single-Family Residential (R-2) (the “amended zoning”); is acceptable.
2. The amended zoning **DOES** conform with the intent of the City Comprehensive Plan.
3. The amended zoning **IS** consistent with the amended use of the site.
4. The amended zoning **WILL** be compatible with the established land use pattern in the vicinity.
5. The amended zoning **DOES NOT** create an isolated, unrelated zoning district.
6. The site **IS** suitable for the uses allowed in the amended zoning district.
7. The amended zoning **WILL** be consistent with the health, safety and general welfare of the public.
8. Major land uses in the neighborhood **HAVE NOT** changed since zoning was applied to this site.
9. The amended zoning **IS** consistent with the existing zoning designations in the surrounding area.
10. The amended zoning **WILL NOT** be contrary to the original purpose and intent of the Zoning Ordinance.
11. The amended zoning **WILL NOT** be injurious to the use and enjoyment of adjacent properties.
12. The amended zoning **WILL** promote the orderly development of the site and surrounding properties.
13. The amended zoning **WILL NOT** significantly adversely impact existing traffic patterns.
19. The amended zoning **WILL NOT** adversely influence living conditions in the immediate vicinity.
20. The amended zoning **WILL** preserve the essential character of the neighborhood in which it is located.
21. The amended zoning **WILL NOT** significantly alter the population density pattern.
22. The value of adjacent property **WILL NOT** be diminished by the amended zoning.
23. The amended zoning **WILL** enhance the value of the petitioner’s property.
24. The amended zoning **WILL NOT** constitute an entering wedge affecting the use or development of adjacent property.
25. If denied, the petitioner **WILL** suffer deterioration to his or her property value.
26. The amended zoning **DOES NOT** correct an error in the original zoning of this site.
27. The amended change in zoning **WILL** result in private investment that would be beneficial to the development or redevelopment of a vacant property or deteriorated neighborhood.
28. There **IS** a need in the community for additional land within the requested zoning district.
29. The amended zoning **WILL NOT** adversely impact agricultural farming operations in the vicinity of this site.
30. The amended rezoning **IS** consistent with City Comprehensive Plan policies concerning the protection of prime farmland when appropriate.

- 31. The amended rezoning **WILL NOT** result in long term adverse environmental consequences to natural areas and wildlife habitat.
- 32. The LaSalle Factors for evaluation of zoning decisions **HAVE** been considered during the review of this amended rezoning request.

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 1st day of December 2025, by roll call vote, as follows:

Voting "aye" (names): _____

Voting "nay" (names): _____

Abstained (names): _____

Absent (names): _____

PASSED this 1st day of December, 2025.

Angie Wanserski, City Clerk

APPROVED this 1st day of December, 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 December 1st, 2025, insofar as same relates to the adoption of Ordinance No.1148 entitled:

An Ordinance Concerning Amending the Zoning Map Classification for 224 West Clinton Avenue, Farmer City, DeWitt County, Illinois

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 1st day of December, 2025.

(SEAL)

Angie Wanserski, City Clerk



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049
Telephone: (309) 928-2842

MEMO

Date: 12/1/2025
To: Mayor, City Council, and Attorney Joe Chamley
From: Taylor Baxter - City Manager
RE: PLUM/150 Right of Way Acquisition

Mayor and Council,

Attached in your packet is a Contract for Dedication of Right-of-Way and a corresponding Dedication of Right-of-Way for real estate needed for municipal use. Because the City is initiating this process, these documents must first be approved and signed by the City before they can be sent to Premier Cooperative for execution.

The proposed contract outlines the dedication of specific real estate to the City for a consideration of \$1.00 and includes the associated legal descriptions and required dedication deed. The documents also include provisions requiring Premier Cooperative to remove unused train tracks located on the property and fill the area to grade within 90 days of closing. Once this work is completed, the City will assume future maintenance responsibility for the right-of-way. Upon Council approval, the Mayor and City Clerk will be authorized to execute the contract and dedication documents and transmit them to Premier Cooperative, Inc. for signature. Following execution by Premier Cooperative, the City Clerk will record the Dedication of Right-of-Way with the DeWitt County Recorder.

Staff respectfully recommends that the City Council approve the attached Ordinance, which authorizes the City to execute and initiate the dedication documents, transmit them to Premier Cooperative for completion, and accept the right-of-way upon full execution of all materials.

Sincerely,

Taylor Baxter
City Manager

ORDINANCE NO. 1149

**ORDINANCE ACCEPTING CERTAIN RIGHT OF WAY GRANTED TO THE
CITY OF FARMER CITY, ILLINOIS**

WHEREAS, certain property owners have executed and tendered to the CITY OF FARMER CITY certain Contract for Dedication of Right of Way and also Dedications of Right of Way, and the Mayor and City Council desires to enter into said agreements and accept said dedications;

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

Section 1. The City Council does hereby agree to enter into the attached Contracts and to accept the attached dedication of right of way executed by the following property owners:

PREMIER COOPERATIVE, INC., an Illinois Agricultural Cooperative

Section 2. The City Council does hereby direct the Mayor and the City Clerk to execute the attached contracts and acceptance of the said dedications of right-of-way, where appropriate, and to cause said Dedication of Right-of-Way to be placed of record with the Recorder of DeWitt County, Illinois.

Upon motion by _____, seconded by _____, passed by the Mayor and City Council of the CITY OF FARMER CITY, Illinois this December 1, 2025, by roll call vote, as follows:

Voting "aye" (names): _____

Voting "nay" (names) _____

Absent (names) _____

APPROVED this December 1, 2025

Scott Testory, Mayor

(SEAL)

Attest:

Angie Wanserski, City Clerk

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 December 1st, 2025, insofar as same relates to the adoption of Ordinance No. 1149 entitled:

ORDINANCE ACCEPTING CERTAIN RIGHT OF WAY GRANTED TO THE CITY OF FARMER CITY, ILLINOIS

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 December 1, 2025.

(SEAL)

City Clerk

**CONTRACT FOR
DEDICATION OF RIGHT-OF-WAY**

THIS CONTRACT FOR DEDICATION OF RIGHT-OF-WAY, including Exhibits A and B attached hereto and made a part hereof (collectively, this “**Contract**”), is made by and between PREMIER COOPERATIVE, INC., an Illinois Agricultural Cooperative, as legal owner, (collectively, the “**Owner**”) and the CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS, an Illinois municipal corporation (the “**City**”).

WITNESSETH:

1. **Real Estate Descriptions.** Owner agrees to dedicate and City agrees to purchase the real estate described on Exhibit A attached hereto and made a part hereof, together with all improvements and appurtenances thereon, if any (collectively, the “**Real Estate**”), upon the terms and conditions set forth in this Contract.

2. **Price.** As consideration, City agrees to pay to Owner the total sum of \$1 for the Real Estate. Such purchase price, adjusted by prorations and credits allowed the parties under this Contract, shall be paid to Owner in cash at closing by cashier’s check or other form of payment acceptable to Owner.

3. **Possession and Closing.** Owner shall deliver possession of the Real Estate to City concurrently with the closing of this transaction which shall be held on such date within a period of thirty (30) days after the date of the last of the parties hereto to execute and deliver this Contract and at such place as the parties may agree.

4. **Personal Property.** No items of personal property are included in this transaction.

5. **Condition of Premises.** City acknowledges having inspected the Real Estate, together with any improvements thereon, and being acquainted with the condition thereof. City accepts the same as of the time the City executed this Contract in **AS-IS** condition without any representation or warranty by Owner concerning such condition and without any obligation on the part of Owner to make any alterations, repairs or other improvements.

6. **Instrument of Dedication.** Owner shall execute a recordable Deed of Right-of-Way Dedication in the form attached hereto and made a part hereof as Exhibit B for the purpose of dedicating the Real Estate to City or its nominee, in fee simple absolute, subject only to exceptions permitted herein, to be delivered to City at the closing of this transaction upon City’s compliance with the terms of this Contract.

7. **Encumbrances.** Owner expressly warrants that no contracts for the furnishing of any labor or material to the Real Estate, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Real Estate as fixtures, will at the time of closing be outstanding and not fully performed and satisfied, and further warrants that there are not and will not at the time of closing be any unrecorded leases or contracts relating to the Real Estate, except as heretofore disclosed to City. Owner expressly warrants that there is no pending rezoning, reassessment or special assessment proceedings affecting the Real Estate.

8. **Taxes and Assessments.** Real estate taxes applicable to the Real Estate, apportioned up to the date of possession, shall be Owner's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. If and to the extent applicable to Owner, the transfer tax and all special assessments which are a lien upon the Real Estate as of the date of this Contract shall be Owner's expense. All such taxes and special assessments, if any, shall constitute a credit to City against the purchase price, and shall release Owner from any further liability to Owner in connection therewith.

9. **Title.**

a. Within a reasonable time, Owner shall deliver to City as evidence of Owner's title a Commitment for Title Insurance issued by a title insurance company doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in City's names for the amount of the purchase price. Owner shall be responsible for payment of the owner's premium and Owner search charges. The balance of the cost of providing title insurance for City and for City's lender, if any, shall be borne by City. If closing at a title company, the parties shall split the closing fee charged by the title company.

b. Permissible exceptions to title of the Real Estate under this Contract shall include only the lien of general taxes and special assessments, if any; applicable zoning laws and building codes and ordinances; easements, apparent or of record, which do not or will underlie the proposed improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the Real Estate and which do not restrict reasonable use of the Real Estate.

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

10. **Inspections.** All inspections required by City or City's lender shall be at City's expense unless otherwise expressly provided in this Contract. Any necessary survey work shall be at City's expense.

11. **Default.**

a. If City fails to make any payment or to perform any obligation imposed upon City under this Contract, Owner may serve written notice of default upon City and if such default is not corrected within ten (10) days thereafter, City is deemed in default and Owner may take one or more of the following actions: maintain a claim for monetary damages for breach of this Contract; maintain a specific performance action against City; or maintain any other or different remedy allowed by law.

b. In the event of failure of Owner to perform the obligations imposed upon Owner under this Contract, City may serve written notice of default upon Owner and if such default is not corrected within ten (10) days thereafter, Owner is deemed in default and City may take one or

more of the following actions: maintain a claim for monetary damages for breach of this Contract; maintain a specific performance action against Owner; or maintain any other or different remedy allowed by law.

c. The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies, including specific performance.

d. Default by any party to this Contract shall also entitle the non-defaulting party to reasonable costs, attorney's fees and expenses incurred by reason of the default (breach) of this Contract.

12. **Notices.** Any notice required under this Contract to be served upon Owner or City shall be in writing and shall be deemed effective when actually received or when mailed by certified mail to such party at the respective notice address of such party set forth beneath the signature of each such party below. Notice to or from one of multiple parties constituting either Owner or City shall be effective as to all parties constituting either Owner or City.

13. **Compliance.** Owner and City hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of applicable law.

14. **Entirety of Agreement.** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than those set forth in this Contract.

15. **References.** For all purposes of this Contract, references to singular parties shall apply to plural parties as well and references to a specific number of days shall mean calendar days.

16. **Time of the Essence.** The time for performance of the obligations of each of the parties is of the essence of this Contract.

17. **Amendments.** This Contract includes no amendment(s) attached to and made a part hereof.

18. **Removal of Train Tracks and Future Maintenance.** Owner agrees to remove the unused train tracks (located running southeast-northwest across North Plum St south of the Norfolk Southern railway line, just north of the entrance to 901 North Plum) and all related material and debris, filling to grade with clean aggregate. Owner shall indemnify and hold City harmless for all claims arising out of removal of said tracks, material and debris. Said removal shall be completed by Owner within 90 days of the closing of this transaction. After Owner's removal of unused train tracks and filling to grade with clean aggregate, City shall maintain the Real Estate as city right-of-way. All terms of this paragraph shall survive closing of this transaction.

IN WITNESS WHEREOF, the each of parties hereto have executed and delivered this Contract as of the date set forth below.

OWNER'S SIGNATURES

PREMIER COOPERATIVE, INC.,
an Illinois Agricultural Cooperative

BY: _____
Print Name:
Title:

Date: _____

CITY'S SIGNATURES

CITY OF FARMER CITY,
DEWITT COUNTY, ILLINOIS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Date: _____

Notice Address:
City of Farmer City
105 S. Main Street
Farmer City, IL 61842-0049
Attn: City Manager

Date: _____

Notice Address:

EXHIBIT A

Description of Tract or Plat

EXHIBIT B

Deed of Right-of-Way Dedication

Prepared by and Return to:
JOSEPH P. CHAMLEY
EVANS, FROEHLICH,
BETH & CHAMLEY
44 Main Street, Suite 310
Champaign, IL 61820
Tele: 217/359-6494

**DEDICATION OF RIGHT-OF-WAY
(Plum and 150)**

THE GRANTOR, PREMIER COOPERATIVE, INC., an Illinois Agricultural Cooperative, of the County of DeWitt, and the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, does hereby **DEDICATE, GRANT and CONVEY** to the **GRANTEE, the CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS**, an Illinois municipal corporation, its successors or assigns, for use as a right-of-way for public street or highway purposes and for all public utility purposes, the following described real estate:

Attached hereto and incorporated herein by reference as though fully set forth is the plat and description of the right of way to be dedicated to the City of Farmer City, DeWitt County, Illinois prepared by Maurer Stutz of Peoria, Illinois by Steven P. Ford, Illinois Professional Land Surveyor No. 3653, dated 1/10/25.

Part of Permanent Index No. part of 05-28-133-004;

The undersigned Grantor does hereby acknowledge, covenant and agree and warrant that the foregoing grant and dedication of the public right-of-way to the City is to be construed as a conveyance in fee simple of such public right-of-way and as a general warranty against the undersigned Grantor, their successors and assigns, to the City for its use, including, but not limited to, any such use which may be authorized by law or which may otherwise be deemed necessary or useful by the City for any public purpose.

Dated this _____ day of _____, 2025

PREMIER COOPERATIVE, INC., an Illinois Agricultural Cooperative

BY: _____
Print Name:
Title :

STATE OF ILLINOIS)

COUNTY OF CHAMPAIGN) SS.
)

I, the undersigned, a Notary Public in and for said County and State, certify that _____, personally known to me to be _____, of **PREMIER COOPERATIVE, INC., an Illinois Agricultural Cooperative**, and also known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act of the corporation, for the uses and purposes shown in the document and they were authorized to execute this instrument by the board of directors of said corporation.

Given under my hand and Notarial Seal, this _____ day of _____, 2025

(SEAL)

Notary Public

Exempt under provisions of Paragraph b, Section 31-45, Real Estate Transfer Law (35 ILCS 200/31-45(b)).

Date: _____

Signature _____
Grantor, Grantee or representative

ACCEPTED: CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS

BY: _____
 Scott Testory, Mayor

ATTEST:

BY: _____
 Angie Wanserski, City Clerk

SEAL

EXHIBIT A

P.I.N. 05-28-133-004
Premier Cooperative Inc.
Plum Street, Farmer City
Dewitt County, Illinois

LEGAL DESCRIPTION – RIGHT OF WAY PARCEL

Part of the Lots 3 & 4 in Block 24 of Weedman and McCord's Addition to the Town, now City, of Farmer City, Dewitt County, Illinois, and lying in the Northwest Quarter of Section 28, Township 21 North, Range 5 East of the Third Principal Meridian, more particularly described as follows:

Beginning at the southwest corner of said Lot 3, thence North 00 degrees 28 minutes 49 seconds East (bearings based on Illinois State Plane Coordinate System, NAD83 (2011), West Zone, 1202) along the west line of said Lot 3, a distance of 44.89 feet to the intersection of said west line and the southwesterly right of way line of US 150; thence 98.22 feet along said southwesterly right of way line and along a curve to the left, having a radius of 10983.00 and a chord bearing South 54 degrees 39 minutes 14 seconds East 98.22 feet; thence South 82 degrees 00 minutes 34 seconds West 35.07 feet; thence South 48 degrees 21 minutes 19 seconds West 62.01 feet to the west line of said Lot 4; thence North 00 degrees 28 minutes 49 seconds East along said west line of said Lot 4, a distance of 57.93 feet to the Point of Beginning.

Said Right-of-Way Parcel contains 3542 square feet, or 0.081 acres, more or less, situated in the City of Farmer City, County of Dewitt, State of Illinois.



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049
Telephone: (309) 928-2842

MEMO

Date: 12/1/2025
To: Mayor, City Council, and Attorney Joe Chamley
From: Taylor Baxter - City Manager
RE: Risk Management and Workers' Compensation Insurance Programs –
ICRMT & IPRF

Mayor and Council,

The City has received its annual insurance renewal proposals from the Illinois Counties Risk Management Trust (ICRMT) and the Illinois Public Risk Fund (IPRF). The ICRMT proposal provides comprehensive property, liability, auto, law enforcement, public officials, cyber, and excess liability coverage for the 2025–2026 policy year at a total premium of **\$139,331**. The package maintains our current coverage levels while continuing to offer broad liability protection, blanket property coverage, crisis response services, and legal support for municipal operations. The IPRF proposal provides Workers' Compensation coverage for 2026 in the amount of **\$23,229**, payable in quarterly installments. This program aligns with our payroll levels, includes employer's liability coverage.

Approval of these proposals will ensure the City maintains uninterrupted insurance protection across all operational areas. Staff recommends that the City Council approve both the ICRMT and IPRF insurance proposals and authorize the City Manager to execute all required documents.

Sincerely,

Taylor Baxter
City Manager

INVOICE

PRESENTED BY: ILLINOIS COUNTIES RISK MANAGEMENT TRUST

Named Insured: Farmer City, City of
Quote Number: Q1-1001641-2526-01
Policy Year: DEC 01, 2025 - DEC 01, 2026
Requested Effective Date: 01/01/2026

Total Annual Premium	\$139,331
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Premium Due by Effective Date of Coverage.

Based upon the payment plan you select, the following down payment is due:

Annual	
50/50	\$69,666
25/6	\$34,833

Please Make Checks Payable to:

Illinois Counties Risk Management Trust
PO Box 8291
Carol Stream, IL 60197-8291

Named Insured:	Farmer City, City of
Quote Number:	Q1-1001641-2526-01
Package Premium Remitted:	





CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049
Telephone: (309) 928-2842

MEMO

Date: 12/1/2025
To: Mayor, City Council, and Attorney Joe Chamley
From: Taylor Baxter - City Manager
RE: Proposal for Construction Phase Engineering Services – Utility Extensions Project

Mayor and Council,

Attached is a proposal submitted by Fehr Graham for construction phase engineering services related to the City's Utility Extensions Project. As you are aware, the construction contract for this project was recently awarded to Mid Illinois Mechanical, Inc. In preparation for the upcoming work, the City requested that Fehr Graham provide a detailed scope and cost estimate for the services required during the construction phase.

The Utility Extension Project is scheduled for construction during the 2026 calendar year, with substantial completion set for July 1, 2026. The contractor has indicated that construction will begin as soon as weather allows in mid-March 2026. Fehr Graham has prepared a comprehensive proposal to provide observation, documentation, and administrative support throughout the anticipated 15-week construction period.

Scope of Services

Fehr Graham's proposed services include:

Construction Observation

- Full-time Resident Project Representative (RPR) to observe construction daily.
- Daily photographs and documentation of field activities.
- Assistance with resolving unforeseen construction or design issues.
- Witnessing and documenting testing of water mains, sanitary sewers, and the pump station.
- Conducting a final walkthrough and preparing a punch list.

Construction Administration

- Review and approval of shop drawings and material submittals.
- Review and processing of change orders.

- Responses to contractor Requests for Information (RFIs).
- Review of pay applications.
- Coordination and documentation of progress meetings.
- Preparation of as-built drawings.

Exclusions

Services not included under this proposal include construction staking, environmental services, design work, more than two punch list visits, water main sampling fees, and permit applications for water main operation. These items can be added at additional cost if needed.

Fee Structure

Fehr Graham proposes completing the services described on a time-and-materials basis with an estimated total fee of **\$142,000**. Actual costs may vary depending on the contractor's final construction duration. Additional services may be authorized if needed.

Invoices will be submitted monthly based on work completed.

Schedule

Construction is anticipated to begin in mid-March 2026, with substantial completion by July 1, 2026, consistent with contractual timelines.

Next Steps

If you have any questions or wish to discuss any portion of the scope, schedule, or fee, I am happy to assist.

Sincerely,

A handwritten signature in black ink, appearing to read "Taylor Baxter". The signature is fluid and cursive, with the first name "Taylor" and last name "Baxter" clearly distinguishable.

Taylor Baxter
City Manager

November 7, 2025

Taylor Baxter
City Manager
City of Farmer City
105 South Main Street
Farmer City, Illinois 61842

**RE: City of Farmer City - Utility Extensions Construction Phase Services
North quadrant I-74/Illinois Route 54
Farmer City, IL**

Dear Taylor,

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

BACKGROUND

Farmer City recently awarded the Utility Extension Project to Mid Illinois Mechanical, Inc. The City requested that Fehr Graham prepare a proposal for construction phase services.

SCOPE OF SERVICES

Fehr Graham will provide construction phase services for the project further described as follows.

Construction Observation

For the purposes of estimating the duration of a full-time resident project representative (RPR) services, as further defined below, we have assumed a construction duration of approximately 15 weeks in the 2026 calendar year. This duration is based on the contractor's anticipated start date and the project completion date of July 1, 2026.

- » Fehr Graham will provide an RPR for full time construction observation and documentation of daily activities.
- » The RPR will provide photographs of construction activities daily.
- » Assist and consult with the City to resolve unforeseen construction related issues, design issues or interpretation of the construction documents should they arise.
- » Witness and documentation of testing of water mains, sanitary sewers, and pump station.
- » Provide a final walk through and punch list.

Construction Administration

- » Review and approval of shop drawings and material submittals.
- » Review and processing of change orders.
- » Response to contractor requests for information (RFI).
- » Pay request review.
- » Progress meeting and minutes.
- » Preparation of as-built drawings.

EXCLUSIONS

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

- » Construction staking.
- » Environmental services.
- » Design services.
- » More than 2 punch list visits.
- » Fees for water main sampling.
- » We have assumed application for the water main operating permit will be by the City.

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

FEES

Fehr Graham will complete the above-described scope of services on a time and material basis with a total estimated fee of **\$142,000**. The fees for the project will be subject to the contractor's actual construction duration. We can continue these services beyond this amount given supplemental authorization.

Invoices will be prepared and sent monthly commensurate with the amount of work completed.

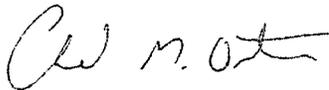
SCHEDULE

The project substantial completion date is July 1, 2026. The contractor has indicated that they do not plan to begin construction in 2025, therefore construction is anticipated to begin as soon as weather allows in 2026. For the purposes of this proposal, that assumes a start date in mid March, 2026.

AUTHORIZATION

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

Sincerely,



Chad Osterbur, PE, PLS
Project Manager

CMO:kcp

Enclosure

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Taylor Baxter
City Manager
City of Farmer City
105 South Main Street
Farmer City, Illinois 61842

Description of Services:

City of Farmer City – Utility Extension Construction Phase

Fehr Graham will provide professional services outlined in the proposal dated November 7, 2025.

COST: The fee for performing the above services is on a time and material basis, with a total estimated fee of \$142,000.

ESTIMATED PROJECT COMPLETION DATE: July 1, 2026

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Chris DeSilva, PE

Title Chief Operating Officer

Date Proposed November 7, 2025

25-2038



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049
Telephone: (309) 928-2842

MEMO

Date: 12/1/2025
To: Mayor, City Council, and Attorney Joe Chamley
From: Taylor Baxter - City Manager
RE: Proposal to Facilitate the Annual Performance Evaluation Process for the City Manager – Mark Peterson

Mayor and Council,

Please find attached the proposal the Mayor received from Mr. Mark Peterson for facilitating my annual performance evaluation. As many of you know, Mr. Peterson has worked with the City of Farmer City in the past and is highly regarded for his professionalism, integrity, and extensive background in municipal management. His experience conducting City Manager evaluations for communities across the country provides a strong and objective framework for this process.

This proposal outlines his recommended approach, timeline, and scope of services to assist the Council in carrying out a thorough and well-structured evaluation. The goal of this process is to ensure that the Council has all the information and support needed to conduct the evaluation in a manner that is transparent, consistent, and aligned with professional standards.

If you have any questions, would like clarification on any aspect of the proposal, or wish to discuss the evaluation process further, please feel free to reach out to me at any time. I am committed to supporting a smooth and productive review process.

Respectfully,

Taylor Baxter
City Manager

November 2, 2025

The Honorable Scott Testory
Mayor
City of Farmer City
105 S. Main Street
Farmer City, IL 61842

RE: Proposal to Facilitate the Annual Performance Evaluation Process for the City Manager

Dear Mayor Testory:

Please accept this letter in response to your recent request for a proposal to facilitate the annual performance evaluation process for the City Manager. This proposal outlines my recommended process for the City Manager's performance review. If you have any questions about this process or would like me to make any modifications, please let me know.

PROPOSED PERFORMANCE EVALUATION PROCESS FOR THE CITY MANAGER:

- ✓ Develop a performance evaluation questionnaire for members of the City Council. In addition to reviewing and compiling the written responses from the City Council.
- ✓ Interview the City's senior management team as well as the members of the City Hall staff regarding their personal assessment of the City Manager's overall job performance over the preceding 12 months. The names of those to be interviewed will be provided to the consultant by the Mayor. The total number of interviewees is limited to seven (7). Additional interviews will require an adjustment to the fee proposal.
- ✓ The consultant will prepare a written report for the City Council that summarizes the feedback received from both City Council members and senior City staff pertaining to the City Manager's job performance during the preceding 12 months.
- ✓ The consultant will attend an executive session with the City Council to review with them the evaluation report.
- ✓ If requested by the Mayor, the consultant will also meet with the City Manager to discuss the findings of the performance evaluation process.
- ✓ If desired, the consultant will also interview each member of the Council regarding the City Manager's performance before finalizing the final report referenced above. This additional activity will have a modest impact on the fee proposal below.

FEE PROPOSAL:

- ✓ Development of questionnaires for Mayor & City Council and management team – **3.0 hours**
- ✓ Review and compile questionnaire responses from Mayor & Council – **2.0 hours**
- ✓ Interview members of the senior staff and City Hall staff – **5.0 hours**
- ✓ Prepare final report from City Council – **3.0 hours**
- ✓ Attend Executive Session to discuss final report with City Council – **2.0 hours**
- ✓ Miscellaneous administrative activities – **2.0 hours**

TOTAL PROFESSIONAL FEE: 17 hours @ \$125.00 per hour = \$2,125.00

Not included in the professional fee are reimbursable expenses associated with travel to and from Decatur. Reimbursable expenses will not exceed \$300.00.

Proposal for the City Manager's Performance Evaluation Process
Page 2

I am prepared to start this process as soon as you provide authorization to proceed. I believe that a final report on the City Manager's performance can be ready for presentation to you and the City Council within four (4) weeks of the start of the process.

If you would like to accept the proposal as presented, please complete and sign the confirmation form found in Exhibit 1 of this document.

Thank you for this opportunity to submit a proposal for this important performance assessment activity. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Mark R. Peterson

Mark R. Peterson
Local Government Consultant
Mrpeterson58@gmail.com
(309) 825-5091