

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, DECEMBER 15, 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 December 1, 2025 council meeting
- Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Ordinance 1150 An ordinance approving a redevelopment agreement by and between the City of Farmer City, DeWitt County, IL and Brooke Brown in connection with the redevelopment project area – 202 S Main St.

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
DECEMBER 1, 2025 6 p.m.

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

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

PLEDGE OF ALLEGIANCE TO THE FLAG

PROCLAMATION/PRESENTATION

PUBLIC COMMENT Wiliam Walsh thanked the city workers for working this past Sunday.

CONSENT AGENDA

- A. Approval of the minutes of the November 3, 2025 council meeting.
- B. Fund Warrant List

MOTION by Bozarth, seconded by Jacobs, to approve the consent agenda. Voting yes: Walsh, Bozarth and Jacobs. Motion carried.

UNFINISHED BUSINESS n/a

NEW BUSINESS

- A. Ordinance 1147 2025-2026 Tax Levy

This is a yearly process. The county provides an EAV (equalized assessed value) for services provided. The amounts did not exceed 105% so no public hearings were needed.

MOTION by Jacobs, seconded by Bozarth, to approve Ordinance 1147 2025-2026 Tax Levy. Voting yes: Walsh, Bozarth and Jacobs. Motion carried.

- B. Resolution 2025-138 resolution for improvement under the Illinois Highway Code - adding preliminary/construction engineering to the Plum St/Route 150 MFT project.

This is for the Plum/150 project for which the city received a reimbursable grant. Since MFT funds will be used for engineering, the state requires a resolution.

MOTION by Bozarth, seconded by Jacobs, to approve Resolution 2025-138 resolution for improvement under the Illinois Highway Code - adding preliminary/construction engineering to the Plum St/Route 150 MFT project. Voting yes: Walsh, Bozarth, and Jacobs. Motion carried.

- C. Approval of Phase II Design Engineering Agreement - Maurer-Stutz.

This agreement outlines the engineering services required for the Plum/150 project.

MOTION by Jacobs, seconded by Bozarth, to approve the Phase II Design Engineering Agreement with Maurer-Stutz. Voting yes: Walsh, Bozarth and Jacobs. Motion carried.

- 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.

This resolution is step 1 in the process of selling 109 S Main St. This allows the city manager to solicit proposals to bring before city council for review.

MOTION by Jacobs, seconded by Bozarth, to approve 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.
Voting yes: Walsh, Bozarth and Jacobs. Motion carried.

- E. Ordinance 1148 An Ordinance Concerning Amending the Zoning Map Classification for 224 W. Clinton Avenue, Farmer City, DeWitt County, Illinois.

This property is currently zoned as commercial. The current owners are requesting it be changed to residential. The planning commission has met and is recommending that council approve the zoning change to an R2 as it is a small parcel in a high-density residential area.

MOTION by Jacobs, seconded by Bozarth, to approve Ordinance 1148 An Ordinance Concerning Amending the Zoning Map Classification for 224 W. Clinton Avenue, Farmer City, DeWitt County, Illinois. Voting yes: Walsh, Bozarth and Jacobs. Motion carried.

- F. Ordinance 1149 – Ordinance Accepting Certain Right of Way Granted to the City of Farmer City, Illinois - Plum/150 Intersection

Premiere Corp currently owns the right of way at Plum St/Route 150. The State of Illinois requires the city to have ownership in order to proceed with the work.

MOTION by Jacobs, seconded by Bozarth, to approve Ordinance 1149 – Ordinance Accepting Certain Right of Way Granted to the City of Farmer City, Illinois - Plum/150 Intersection. Voting yes: Walsh, Bozarth, and Jacobs. Motion carried.

- G. Approval of Risk Management and Workers' Compensation Insurance Program in the amount of \$139,331. The amount of \$150,949 is for 11 months of coverage from ICRMT for \$127,720 and workers compensation coverage through IPRF for \$23,229. This coverage would replace the current IML/RMA policy. Jim Klaussen from IML/RMA was in attendance and reminded council that we had been customers of theirs since 1982 and enrolled in their Min/Max program.

MOTION by Jacobs, seconded by Bozarth, to amend the approval of Risk Management and Workers' Compensation Insurance Program to the amount of \$150,949.00. Voting yes: Walsh, Bozarth, and Jacobs. Motion carried.

MOTION by Jacobs, seconded by Walsh, to approve the main motion with the amended dollar amount approving Risk Management and Workers' Compensation Insurance Program in the amount of \$150,949.00. Voting yes: Walsh, Bozarth, and Jacobs. Motion carried.

- H. Approval of Construction Phase Engineering Services - 1-74 Project Utility Extension Project in the amount of \$142,000 - Fehr Graham

This is the continuation of the I74 project which involves phase II of construction design.

MOTION by Jacobs, seconded by Bozarth, to approve the Construction Phase Engineering Services - 1-74 Project Utility Extension Project in the amount of \$142,000 - Fehr Graham. Voting yes: Walsh, Bozarth, and Jacobs. Motion carried.

- I. Approval of hiring Mark Peterson for CM evaluation in the amount of \$2125.00.

Mayor Testory has reached out to Mark Peterson in order to do an annual performance evaluation on the city manager.

MOTION by Jacobs, seconded by Bozarth, to approve the hiring of Mark Peterson for CM evaluation in the amount of \$2125.00. Voting yes: Walsh, Bozarth, and Jacobs. Motion carried.

EXECUTIVE SESSION

none

CITY MANAGER REPORT

City Manager Baxter informed council that there are no new updates with the Code Red situation. DeWitt Animal Control will be capturing stray cats in mid-December in order to spay and neuter them. They will try to rehome as many as they can. If homes cannot be found, they will be dropped off where they were captured. Also, a 2nd meeting in December may be needed.

NON-AGENDA ITEMS AND OTHER BUSINESS

ADJOURNMENT

MOTION by Bozarth, seconded by Jacobs, to adjourn the meeting. Voting yes: Walsh, Bozarth, and Jacobs.
Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
T-MOBILE	46.25	MONTHLY SERVICE	DSB
T-MOBILE	202.95	MONTHLY SERVICE	DSB
CASELLE LLC	6,419.30	SEMI-ANNUAL MAINT & SUPPORT	DSB
U.S. BANK	6.03	U.S. BANK	DSB
U.S. BANK	110.00	U.S. BANK	DSB
NATIONAL PELRA	230.00	ANNUAL MEMBERSHIP	DSB
NICOR GAS	61.34	NICOR GAS	DSB
NICOR GAS	83.68	NICOR GAS	DSB
FIRST RESULT MEDIA	570.00	WEB DEVELOPMENT- DEC 25	DSB
MTK TECHNOLOGIES INC.	1,000.00	IT SERVICES	DSB
U.S. BANK	75.81	U.S. BANK	DSB
U.S. BANK	35.26	U.S. BANK	DSB
CLASPILL AUTOMOTIVE SALES	936.41	EXPLORER REPAIR	DSB
VERIZON	183.35	MONTHLY TELEPHONE	DSB
U.S. BANK	40.00	U.S. BANK	DSB
CDS OFFICE TECHNOLOGIES	96.00	MOUNTING BRACKETS	DSB
CORNEGLIO AG	11.78	POLICE SUPPLIES	DSB
U.S. BANK	4,929.12	U.S. BANK	DSB
U.S. BANK	35.24	U.S. BANK	DSB
EVERGREEN FS INC	1,475.36	POLICE FUEL	DSB
CORNEGLIO AG	18.36	STREETS PARTS	DSB
CORNEGLIO AG	13.72	STREETS PARTS	DSB
T-MOBILE	46.26	MONTHLY SERVICE	DSB
GRAINGER	95.91	MANHOLE LADDER	DSB
McKINLEY WATER CONDITIONI	10.00	STREETS SUPPLIES	DSB
MCGHEE, BRANDON	100.00	BOOT REIMBURSEMENT- 12-25	DSB
PROGRESSIVE CHEMICAL & LI	84.40	NO PARKING SIGNS	DSB
EVERGREEN FS INC	364.92	STREETS FUEL	DSB
EVERGREEN FS INC	352.77	STREETS DIESEL	DSB
U.S. BANK	366.43	U.S. BANK	DSB
T-MOBILE	46.26	MONTHLY SERVICE	DSB
U.S. BANK	701.15	U.S. BANK	DSB
CORNEGLIO AG	51.48	PARKS- SUPPLIES	DSB
CORNEGLIO AG	86.64	PARKS- SUPPLIES	DSB
CORNEGLIO AG	8.84	PARKS- SUPPLIES	DSB
U.S. BANK	60.48	U.S. BANK	DSB
U.S. BANK	64.00	U.S. BANK	DSB
EVERGREEN FS INC	18.25	PARKS FUEL	DSB
U.S. BANK	366.44	U.S. BANK	DSB
Total 100:	19,404.19		
270			
MAURER-STUTZ	822.50	SAFE ROUTES TO SCHOOL	DSB
Total 270:	822.50		
510			
T-MOBILE	46.26	MONTHLY SERVICE	DSB
FRONTIER	188.64	MONTHLY INTERNET	DSB
COE EQUIPMENT INC.	116.40	VAC TRUCK BALL VALVE	DSB
USA BLUEBOOK	29.45	WATER CHEMICALS	DSB
GRAINGER	95.91	MANHOLE LADDER	DSB
CORNEGLIO AG	44.74	WATER SUPPLIES	DSB
EVERGREEN FS INC	127.73	WATER FUEL	DSB
EVERGREEN FS INC	352.79	WATER DIESEL	DSB
ENGER BROTHERS INC.	4,435.94	LEAD SERVICE REPLCMT 403 E. HIGH ST.	DSB

Vendor Name	Net Invoice Amount	Description	Created by
ENGER BROTHERS INC.	2,500.00	LEAD SERVICE REPLCMT 352 S. JOHN ST.	DSB
Total 510:	7,937.86		
520			
T-MOBILE	46.26	MONTHLY SERVICE	DSB
GRAINGER	95.91	MANHOLE LADDER	DSB
CORNEGLIO AG	60.59	SEWER SUPPLIES	DSB
CORNEGLIO AG	78.29	SEWER SUPPLIES	DSB
JONES, TREVER	100.00	BOOTS REIMBURSEMENT	DSB
EVERGREEN FS INC	398.82	SEWER FUEL	DSB
EVERGREEN FS INC	352.79	SEWER DIESEL	DSB
Total 520:	1,132.66		
530			
U.S. BANK	211.00	U.S. BANK	DSB
BHMG ENGINEERS INC.	191.46	EPA ANNUAL REPORTING	DSB
U.S. BANK	73.27	U.S. BANK	DSB
T-MOBILE	46.26	MONTHLY SERVICE	DSB
NICOR GAS	74.87	NICOR GAS	DSB
NICOR GAS	1,054.99	NICOR GAS	DSB
NICOR GAS	154.04	NICOR GAS	DSB
GRAINGER	83.47	ELECTRIC SUPPLIES	DSB
MENARDS - CHAMPAIGN	63.94	ELECTRIC SUPPLIES	DSB
CORNEGLIO AG	12.99	ELECTRIC SUPPLIES	DSB
CORNEGLIO AG	10.42	ELECTRIC SUPPLIES	DSB
ANIXTER INC	14,703.95	ELECTRIC SUPPLIES	DSB
ANIXTER INC	808.08	ELECTRIC SUPPLIES	DSB
ANIXTER INC	84.00	ELECTRIC SUPPLIES	DSB
ANIXTER INC	242.50	ELECTRIC SUPPLIES	DSB
ANIXTER INC	1,048.28	ELECTRIC SUPPLIES	DSB
ANIXTER INC	128.00	ELECTRIC SUPPLIES	DSB
ANIXTER INC	466.50	ELECTRIC SUPPLIES	DSB
EVERGREEN FS INC	221.57	ELECTRIC FUEL	DSB
EVERGREEN FS INC	352.79	ELECTRIC DIESEL	DSB
AMALGAMATED BANK OF CHIC	476.75	BOND ADMIN FEE- DEC 25	DSB
Total 530:	20,509.13		
Grand Totals:	49,806.34		

TIF Request for 202 S Main Street Farmer City, Illinois

The building at 202 S Main houses a retail hobby train business. A new bank operation will be utilizing space within the building. The TIF request is for an office build to house the bank operations and will include office space and re-worked interior building entrance space to the bank and hobby train store. The office build will be in the front north section of the building.

The bank space will be an approximate 12x17 foot section and will include a bank payment/deposit secure drop box.

The bank would like to begin operations on or around January 1st, 2026. The final decision to locate to Farmer City was made upon city of Farmer City support of the Farm to City Harvest Store. Increased downtown business activity and a commitment to the downtown business district was a critical factor, as was an existing local customer base.

The project bids are \$19,200 and \$21,600 and both contractors are willing to begin the project immediately.

The benefit to Farmer City includes an addition of a business to Farmer City that has the ability through its own products to support the economic activities of Farmer City including a more localized lending operation. An additional downtown business and the improvement project to house the bank, is a benefit to the aesthetics and business base of the downtown business district.



November 28, 2025

City of Farmer City
105 S. Main St.
Farmer City, IL 61842

To Whom it May Concern,

Take this letter as evidence that Anchor State Bank will be renting office space at 202 S. Main St. Farmer City, IL 61842 from GHB Enterprise LLC. Lease will start in January 2026. If you have any questions, please contact me at the information below.

Sincerely,

Chris Crider

President/CEO

HAWN CONTRACTING

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

Nov 26, 2025

% Curt Homann
For: 202 S Main St
Farmer City, IL 61842

Estimate to renovate northeast corner of building interior to an office.
This is an estimate only - final invoice to be based on time and materials.

Enclose rectangle from pillar south, then east to north entry wall.
Construct 2x6 walls with insulation to reduce sound transmission - including 36" entry door.
Enclose additional rectangle adjacent and immediately west of entry way with 36" entry door.
Office to have 2 or 3 electrical circuits, drywall on walls, and new drop ceiling with 2x4 tile.
Includes installation of drop box and painting of walls. Does not include flooring.

Work and material choices to be done in consultation with customer.

Estimate for project: \$18,500.00

+ flooring/carpet 700.00

19,200.00

THANK YOU!

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

"Quality Work at a Reasonable Price"



Date Submitted: November 28, 2025

Submitted by:
Stanley Construction
34763 E 1800 N Rd
Colfax IL 61728
(217) 249-4550

Work to be performed for:
Curt Homann
202 S Main St
Farmer City IL 61842
(217) 377-3174

We hereby propose to furnish labor and materials necessary to remodel office space in building located at 202 S Main Street, Farmer City, Illinois.

A 12'x17' area will be closed in and remodeled. Store owners will be responsible to move shelving and sale items. An airtight plastic barrier to prevent dust will be hung. Two sections of wall will be built to divide office area from store. A 36" 20 minute fire-rated oak commercial door with knock-down frame will be framed in and installed in hallway entry area. Necessary electrical will be run through walls and floor. Rock wool superior noise-reduction insulation will be installed on newly framed walls. 5/8" fire-grade drywall will be hung on newly framed walls and finished smooth. Any necessary plaster repair will be done. Existing ceiling tiles will be removed from office area and saved. A 2'x2' dropped ceiling will be installed. One outtake vent will be installed. Two 2'x4' flat panel LED lights will be installed. Emergency lighting will be installed in office. Exit sign with emergency lighting will be installed over main entrance door in store to comply with Illinois State Code. Engineered hardwood flooring will be installed. Baseboard will be installed to match existing trim around windows. Room will be primed and then painted two coats. A security drop-box provided by customer will be installed in wall connected to office.

A wall with door will be framed up separating the hallway entrance from the main store. A 36" commercial steel door with reinforced wire glass window will be installed. Panic bar and closure will be installed on door. Wall will be insulated. 5/8" fireproof drywall will be hung and finished smooth. Wall will be primed and then painted two coats.

Any electrical encountered during the course of the remodel will need to be brought up to code. All new electrical will be run using MC cable and 1/2" hard pipe. This estimate only covers the following electrical work. Any other electrical work required during the course of this remodel will be an additional cost. All outlets for computer systems will be protected by surge 1G outlets. Four outlets and two floor outlets for desk area will be installed. One light switch for ceiling lights will be installed. Two ceiling lights will be installed. Wire will be run from existing panel through walls and floor to power outlets, switch, and ceiling lights.

Electrical supply for tools and equipment will be provided by the customer.

All material is guaranteed to be as specified, and the above work to be completed in accordance with the drawings and/or specifications submitted for above work and completed in a substantial workman-like manner for the sum of:

TOTAL COST OF PROJECT: \$21,600.00

Respectfully Submitted by: John Stanley

Note: This proposal may be withdrawn by us if not accepted within 14 days.

ORDINANCE NO. 1150

**AN ORDINANCE
APPROVING A REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF FARMER CITY, DEWITT COUNTY,
ILLINOIS AND BROOKE BROWN IN CONNECTION
WITH THE REDEVELOPMENT PROJECT AREA**

WHEREAS, Brooke Brown (the “**Developer**”), has submitted a proposal to the City of Farmer City, DeWitt County, Illinois (the “**Municipality**”) for redevelopment within the Municipality’s Redevelopment Project Area (the “**Redevelopment Project Area**”); and, thereafter, the Municipality and the Developer have engaged in negotiations related to a Redevelopment Agreement (including all exhibits and attachments in connection therewith, the “**Redevelopment Agreement**”) concerning redevelopment incentives and assistance related to the development and redevelopment of a part of the Redevelopment Project Area.

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

Section 1. Approval. The Redevelopment Agreement, in substantially the form thereof presented before the meeting of the Mayor and City Council at which this ordinance is adopted, shall be and is hereby ratified, confirmed and approved, and the Mayor and City Clerk are authorized to execute and deliver the Redevelopment Agreement for and on behalf of the Municipality with such changes therein as such officers shall approve; and upon the execution thereof by the Municipality and the Developer, the appropriate officers, agents, attorneys, consultants and employees of the Municipality are authorized to take all supplemental actions, including the execution and delivery of related supplemental opinions, certificates, agreements and instruments authorized by the Redevelopment Agreement, not inconsistent with the Redevelopment Agreement, desirable or necessary to implement and otherwise give full effect to the Redevelopment Agreement.

Section 2. Bid Waiver. Pursuant to the Municipality’s power and authority as a unit of local government of the State of Illinois, applicable bidding requirements, if any, related to the Redevelopment Agreement and related documents and related contracts entered into or to be entered into shall be and are hereby waived. The Developer shall be responsible for compliance with applicable law related to the Redevelopment Agreement, including without limitation the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

Section 3. Effective. This ordinance shall be in full force and effect immediately upon its passage and approval in the manner provided by law.

Upon motion by _____, seconded by _____, adopted at a regular meeting this 15th day of December 2025, by roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

PASSED this 15th day of December 2025.

City Clerk

APPROVED this 15th day of December 2025.

Mayor

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of December 15, 2025 but actually executed by each of the parties on the dates set forth beneath each of their respective signatures below, by and between the **City of Farmer City, DeWitt County, Illinois**, an Illinois municipal corporation (the “**City**”), BROOKE BROWN (the “**Developer**”). This Agreement shall become effective upon the last of the City and the Developer to so execute and deliver this Agreement to the other (the “**Effective Date**”).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 *et seq.*), as supplemented and amended (the “**TIF Act**”), the Mayor and City Council of the City (the “**Corporate Authorities**”) adopted certain ordinances (Ordinance Nos. 1018, 1019 and 1020 on December 10, 2018, collectively, the “**TIF Ordinances**”) for the Forward TIF; and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinance, the City designated the Redevelopment Project Area (the “**Redevelopment Project Area**”) and approved the related redevelopment plan, as supplemented and amended (the “**Redevelopment Plan**”), including the redevelopment projects described in the Redevelopment Plan (collectively, the “**Redevelopment Projects**”); and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below) upon the Property (as defined below); and

WHEREAS, the Property (as defined below) is within the Redevelopment Project Area; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

“**Building**” means the existing building located upon the Property.

“**Corporate Authorities**” means the Mayor and City Council of the City.

“Eligible Redevelopment Project Costs” means those costs paid and incurred in connection with the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q) of the TIF Act, including costs of renovations, repairs and improvements of an existing private building upon the Property and other Project Costs.

“Fund” means, collectively, the “Special Tax Allocation Fund” for the Redevelopment Project Area established under Section 5/11-74.8 of the TIF Act and the TIF Ordinance.

“Incremental Property Taxes” means, net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Redevelopment Project Area and any adjacent TIF redevelopment project area by taxing districts that is attributable to the increase in the equalized assessed value of the Redevelopment Project Area and any adjacent TIF redevelopment project area over the initial equalized assessed value of the Redevelopment Project Area and any adjacent TIF redevelopment project area as assigned by the DeWitt County Clerk which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the Treasurer for deposit by the Treasurer into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

“Prevailing Wage Act” means the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) of the State of Illinois, the material terms of which require all contractors and subcontractors to pay all laborers, workers and mechanics performing work for any “public body” (as therein defined) or on any “public works” (as therein defined) no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is located and to perform certain notice and recordkeeping duties.

“Project” means the renovations, repairs and improvements of the Building upon the Property.

“Project Completion Date” means the date which occurs no later than twelve (12) months from and after the date this Agreement is executed by the City.

“Property” means, collectively, the real estate consisting of the parcel or parcels legally described on Exhibit A hereto, upon or within which the Project is to be undertaken and completed.

“Reimbursement Amounts” means, collectively, amounts to be reimbursed or paid to or as directed by the Developer from the Fund by the City under and pursuant to Section 4.1 of this Agreement.

“Requisition” means a request by the Developer for a payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the procedures set forth in Article VI of this Agreement.

“TIF Financing” means financing arrangements to or for the benefit of the Developer arising out of the TIF Act which pay or reimburse redevelopment project costs in whole or in part.

“Treasurer” means the City Treasurer of the City, or his or her designee.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. City represents and warrants that it has authority to execute this agreement and be bound by this agreement, which does not violate any law, order or other agreement.

Section 2.2. Representations and Warranties of the Developer. The Developer represents and warrants that it has authority to execute this agreement and be bound by this agreement, which does not violate any law, order or other agreement.

Section 2.3. Disclaimer of Warranties. The City and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes, and the Developer assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

ARTICLE III

CONDITIONS PRECEDENT TO THE UNDERTAKINGS

ON THE PART OF THE DEVELOPER AND THE CITY

Section 3.1. Conditions Precedent. The undertakings on the part of the City as set forth in this Agreement are expressly contingent upon: the Developer is the owner of the Property and shall comply with all laws and ordinances and shall complete the project on or before the Project

Completion Date.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer shall use due diligence to timely satisfy the conditions set forth in Section 3.1 above on or before the Project Completion Date, but if such conditions are not so satisfied or waived by the City, then the City may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and neither the City nor the Developer shall have any obligation or liability with respect thereto.

ARTICLE IV

CITY'S COVENANTS AND AGREEMENTS

Section 4.1. City's TIF Funded Financial Obligations. Upon the submission to the City by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid by or on behalf of the Developer and the approval thereof by the City in accordance with Article VI of this Agreement, the City, subject to the terms, conditions and limitation set forth in this Section 4.1 immediately below, agrees to reimburse the Developer, or to pay as directed by the Developer, from the Fund such amounts (the "**Reimbursement Amounts**") related to Project upon the Property as follows:

Such Reimbursement Amounts from TIF related Special Tax Allocation Fund in connection with the Project shall be up to the amount of \$5,760.

Section 4.2. Defense of Redevelopment Project Area. If the City must defend the TIF or this agreement, the Developer agrees that the City may, to the extent permitted by law, use any Incremental Property Taxes, including any unpaid Reimbursement Amounts, if available, to be redirected to reimburse the City for its defense costs, including without limitation attorneys' fees and expenses.

ARTICLE IV

DEVELOPER'S COVENANTS

Section 5.1. Commitment to Undertake and Complete Project. The Developer covenants and agrees to undertake and complete the Project on or before the Project Completion Date. The Developer recognizes and agrees that the City has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits, and any failure on the part of the City to grant or issue any such required permit shall not give rise to any claim against or liability of the City pursuant to this Agreement. The City agrees, however, that any such approvals shall be made in conformance with the City Codes and shall not be unreasonably denied, withheld, conditioned or delayed.

Section 5.2. Compliance with Agreement and Laws During Project. The Developer shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement and all applicable City Codes.

Section 5.3. Prevailing Wages. The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF financing of the Project under this Agreement does not subject the Project to the Prevailing Wage Act unless the Project also receives funding from another public source. The City makes no representation as to any such application of the Prevailing Wage Act to the Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed a “Default” under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions.

Section 5.4. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Building, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable City Codes and other ordinances.

Section 5.5. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et seq.), as supplemented and amended, unless the City and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the City, it being mutually acknowledged and understood by both the City and the Developer that any such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the City has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Property upon which the Project is undertaken and shall be in full force and effect until December 31, 2039, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by City or Developer or any other party; provided, however, upon request of any party in title to the Property, the City shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 5.4 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon Property or any part thereof.

ARTICLE VI

PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

Section 6.1. Payment Procedures. The City and the Developer agree that the Eligible

Redevelopment Project Costs constituting the Reimbursement Amounts shall be paid solely, and to the extent available, from Incremental Property Taxes that are deposited in the Fund and not otherwise. The City and the Developer intend and agree that any Reimbursement Amounts shall be disbursed by the City Manager for payment to the Developer in accordance with the procedures set forth in this Section 6.1 of this Agreement.

The City hereby designates the City Manager of the City as its representative to coordinate the authorization of disbursement of any Reimbursement Amounts for the Eligible Redevelopment Project Costs. Payments to the Developer of any Reimbursement Amounts for Eligible Redevelopment Project Costs shall be made upon request therefor, in form reasonably acceptable to the City (each being a “**Requisition**”) submitted by the Developer at any time with respect to Eligible Redevelopment Project Costs incurred and paid but not previously submitted. Each such Requisition shall be accompanied by appropriately supporting documentation, including, as applicable receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors’ affidavits or lien waivers.

Section 6.2. Approval and Resubmission of Requisitions. The City Manager shall give the Developer written notice disapproving any of the Requisitions within ten (10) days after receipt thereof. No such approval shall be denied except on the basis that **(i)** all or some part of the Requisition does not constitute Eligible Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; or **(ii)** a “Default” under this Agreement as described in Section 6.1 hereof has occurred and is continuing. If a Requisition is disapproved by such City Manager, the reasons for disallowance will be set forth in writing and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required, if that is the basis for denial. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals.

Section 6.3. Time of Payment. Provided that performance of this Agreement has not been suspended or terminated by the City under Article VII hereof, the City shall pay each of the applicable Reimbursement Amounts which are approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after the approval of any such applicable Requisition.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The occurrence of any one or more of the events specified in this Section 6.1 shall constitute a “**Default**” under this Agreement.

By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement or any of the Related Agreements that is false or misleading in any material respect;

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement or any of the Related Agreements;

By the City:

(1) The failure by the City to pay any Reimbursement Amounts which become due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the City to timely perform any other term, obligation, covenant or condition contained in this Agreement.

Section 7.2. Rights to Cure. The party claiming a Default under Section 6.1 of this Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until thirty (30) days after having given such notice, provided that in the event a Default is of such nature that it will take more than thirty (30) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within thirty (30) days as provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 7.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the City shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the City, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel any legal action for specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of a Breach by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief and under no circumstances shall the City be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement. In the event that any failure of the City to pay any Reimbursement Amounts which become due and payable in accordance with the provisions hereof is due to insufficient Incremental Property Taxes being available to the City, any such failure shall not be deemed to be a Default or a Breach on the part of the City.

Section 7.4. Costs, Expenses and Fees. Upon the occurrence of a Default or a Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party’s charges, costs and

expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party's fault, to become involved or concerned.

ARTICLE VIII

RELEASE, DEFENSE AND INDEMNIFICATION OF CITY

Section 8.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the City adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 8.1 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a Breach of this Agreement by the City.

Section 8.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts or omissions of the City, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 8.3. Damage or Injury to Developer and Others. The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 8.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer (i) in the event of a Default or Breach by any party under this Agreement, or

(ii) for the payment of any Reimbursement Amounts which may become due and payable under the terms of this Agreement.

Section 8.5. City Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 8.5 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

Section 8.6. Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with (i) any of the Developer's obligations under or in connection with this Agreement, (ii) the construction or installation of the Project, (iii) the Developer's compliance with the Prevailing Wage Act if, as and when applicable to the Project, and (iv) the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 8.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such release occurs as a result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (ii) (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this section, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601

et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

Section 8.8. Notification of Claims. Not later than thirty (30) days after the Developer becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Developer will, if a claim in respect thereof is to be made against the Developer which affects any of the Developer's rights or obligations under this Agreement, notify the City of such pending or threatened litigation, claim or assessment, but any omission so to notify the City will not relieve the Developer from any liability which it may have to the City under this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Entire Agreement and Amendments. This Agreement (together with Exhibit A attached hereto) is the entire agreement between the City and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, including in particular the Letter of Understanding, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 9.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

Section 9.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 9.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the City according to the terms hereof. This Agreement shall never constitute a general obligation of the City to which its credit, resources or general taxing power are pledged. The City pledges to the payment of its obligations under Section 4.1 hereof only such amount of the Incremental Property Taxes as is set forth in Section 4.1 hereof, if, as and when received, and not otherwise.

Section 9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute "unavoidable delays"): any strike, lock-out or other labor disturbance (whether legal or illegal, with

respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City.

Section 9.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

Section 9.7. Cooperation and Further Assurances. The City and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 9.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to the City and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

- (i) In the case of the Developer, to:
BROOKE BROWN
217-461-2319
202 S. Main Street, Farmer City, Illinois 61842
- (ii) In the case of the City, to:
CITY OF FARMER CITY, ILLINOIS
105 S. Main Street
Farmer City, IL 61842-0049
Attn: City Manager
Tel: (309) 928-3412

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City, except that: (i) any assignment of this Agreement as collateral, or (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer, may be made without the prior written consent of the City. Except as authorized in

this Section above, any other assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 9.10. Successors in Interest. Subject to Section 9.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities). The terms of this Agreement constitute a covenant running with the land and are hereby made binding on all heirs, grantees, lessees, executors, assigns and successors in interest of the Developer and/or any transferee as to all or any part of the Property.

Section 9.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

Section 9.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in DeWitt County, Illinois.

Section 9.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate on December 31 of the second (2nd) calendar year following the calendar year in which the City executes this Agreement; provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Section 5.5 and Article VIII of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 9.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties. The parties acknowledge that each has either been represented by or has had the opportunity to consult with legal counsel and that accordingly the terms of this Agreement are not to be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement or because that party failed to understand the legal effect of any provision of this Agreement.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Date: _____

BROOKE BROWN

BROOKE BROWN

Date: _____

STATE OF ILLINOIS)
COUNTY OF DEWITT)

I, _____ a Notary Public in and for said County and State, certify that **BROOKE BROWN**, individual, personally known to me to be the same person who executed the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered this instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2025.

SEAL

Notary Public

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Description of Property

N40 LOTS 1 & 2 & ALSO N40 OF E20 LOT 3 – BLOCK 16 ORIGINAL TOWN OF
FARMER CITY

Commonly known as **202 South Main Street, Farmer City, Illinois.**