

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, JUNE 1, 2026
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

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

PUBLIC HEARING Public hearing to approve an ordinance adopting the annual appropriations for the City of Farmer City for FY26/27

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 May 18, 2026 council meeting.
-

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Ordinance 1158 Ordinance making annual appropriations for the City of Farmer City for fiscal year 2026-2027.
- B. Resolution 2026-150 Resolution authorizing the expenditure of 1/3 the cost of sidewalks in accordance with the public sidewalk installation and replacement program for 407 E High St.
- C. Resolution 2026-151 Resolution authorizing the expenditure of funds for fireworks.
- D. Resolution 2026-152 Resolution authorizing settlement with Judiciocracy LLC in the amount of \$2096.16.

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
MAY 18, 2026 6 p.m.

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

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

PLEDGE OF ALLEGIANCE TO THE FLAG

PRESENTATION n/a

PROCLAMATION n/a

PUBLIC COMMENT n/a

CONSENT AGENDA

- A. Approval of the minutes of the May 4, 2026 and May 11, 2026 council meetings.
- B. Fund Warrant List

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

EXECUTIVE SESSION

MOTION by Walsh, seconded by Jacobs, to enter into executive session to discuss 5 ILCS 120/2(c)1 Personnel to discuss appointment, employment, compensation, discipline and/or performance of specific employee (s) pursuant to Section 2 (C)(1) of the Open Meetings Act. Voting yes: Walsh, Bozarth, Jacobs and Testory. Motion carried.

Executive sessions held. Later, Council comes out of Executive Session and all are present. Meeting resumes in open session.

Roll Call: Councilmembers David Walsh, Chad Jacobs, Kurtis Bozarth and Mayor Scott Testory.

NEW BUSINESS

- A. Resolution 2026-149 Resolution authorizing execution of an employment agreement with city manager – Halley Roberson
Council has decided to offer Halley Roberson the position of city manager with a starting date of June 8, 2026.

MOTION by Walsh, seconded by Jacobs, to approve Resolution 2026-149 Resolution authorizing execution of an employment agreement with city manager. Voting yes: Walsh, Bozarth, Jacobs and Testory. Motion carried.

CITY MANAGER REPORT n/a

NON-AGENDA ITEMS AND OTHER BUSINESS n/a

ADJOURNMENT

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

Angie Wanserski, City Clerk

ORDINANCE NO. 1158

ORDINANCE MAKING ANNUAL APPROPRIATIONS FOR THE CITY OF
FARMER CITY FOR FISCAL YEAR 2026-2027

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

WHEREAS, the City of Farmer City is a municipality with less than 500,000 inhabitants and is required to follow the appropriation procedures described in the Illinois Municipal Code, 65 ILCS 5/8-2-9; and

WHEREAS, the City of Farmer City has prepared a budget containing estimated fund balances, revenues and expenditures upon which this annual appropriation ordinance has been prepared; and

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 thereof as may be authorized by law, as may be needed or deemed necessary and the same are hereby appropriated for the corporate purposes of the City of Farmer City, Illinois to defray all necessary expenses and liabilities of said City of Farmer City, as hereinafter specified for the fiscal year commencing on May 1, 2026, and ending on April 30, 2027.
- SECOND: The amounts appropriated for each object and purpose are as shown on the attached Exhibit A.
- THIRD: The appropriations herein made for any purpose shall be regarded as the maximum amount to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation or liability of the City of Farmer City.
- FOURTH: If any section, subdivision or sentence of this ordinance is for any reason held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this ordinance.
- FIFTH: This ordinance shall be in full force and effect from and after its adoption, as provided by law.
- SIXTH: A certified copy of this annual appropriations ordinance shall be filed with the DeWitt County Clerk within 30 days of its approval by the City Council of the City of Farmer City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,
DEWITT COUNTY, ILLINOIS THIS 1ST DAY OF JUNE 2026.

AYES: _____ NAYS: _____

ABSTAIN: _____ ABSENT:

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk

FARMER CITY APPROPRIATION ORDINANCE FOR FY 2026/2027

EXHIBIT A

GENERAL FUND

ADMINISTRATIVE

Personnel Services	\$400,000
Operations and Contractual Services	\$150,000
Materials and Supplies	\$25,000
Capital	\$45,000
Other	\$30,000

TOTAL ADMINISTRATIVE **\$650,000**

COUNCIL

Personnel Services	\$17,500
Operations and Contractual Services	\$25,000
Materials and Supplies	\$2,500

TOTAL COUNCIL **\$45,000**

POLICE

Personnel Services	\$510,000
Operations and Contractual Services	\$140,000
Materials and Supplies	\$55,000
Capital	\$100,000
Other	\$5,000

TOTAL POLICE **\$810,000**

STREETS

Personnel Services	\$205,000
Operations and Contractual Services	\$115,000
Materials and Supplies	\$37,500
Capital	\$52,500
Other	

TOTAL STREETS **\$410,000**

PARKS

Personnel Services	\$120,000
Operations and Contractual Services	\$107,000
Materials and Supplies	\$10,000
Capital	\$85,000
Other	\$10,000

TOTAL PARKS **\$332,000**

POOL

Personnel Services	\$75,000
Operations and Contractual Services	\$35,000
Materials and Supplies	\$45,000
Capital	\$35,000
Other	\$10,000

TOTAL POOL **\$200,000**

EMERGENCIES & CONTINGENCIES **\$105,000**

TOTAL GENERAL FUND **\$2,552,000**

SPECIAL REVENUE FUNDS

AUDIT

Operations and Contractual Services	\$55,000
Other	\$20,000
Emergencies & Contingencies	\$0

TOTAL AUDIT	\$75,000
ESDA	
Operations and Contractual Services	\$25,000
Capital	\$90,000
Other	\$20,000
Emergencies & Contingencies	
TOTAL ESDA	\$135,000
INSURANCE	
Unemployment	\$30,000
Comprehensive	\$125,000
Other	\$60,000
Emergencies & Contingencies	
TOTAL INSURANCE	\$215,000
MOTOR FUEL TAX	
Operations and Contractual Services	\$60,000
Materials and Supplies	\$10,000
Capital	\$500,000
Other	\$9,000
Emergencies & Contingencies	
TOTAL MFT	\$579,000
ILLINOIS MUNICIPAL RETIREMENT FUND	
IMRF Contributions	\$250,000
Emergencies & Contingencies	\$40,000
TOTAL IMRF	\$290,000
CROSSING GUARD FUND	
Personnel Services	\$25,000
Other	\$5,000
Emergencies & Contingencies	
TOTAL CROSSING GUARD FUND	\$30,000
SOCIAL SECURITY FUND	
Personnel Services	\$125,000
Emergencies & Contingencies	\$30,000
TOTAL SOCIAL SECURITY FUND	\$155,000
LIBRARY FUND	
Personnel Services	\$70,000
Operations and Contractual Services	\$40,000
Materials and Supplies	\$30,000
Principal and Interest	\$0
Capital	\$30,000
Other	\$20,000
Emergencies & Contingencies	\$10,000
TOTAL LIBRARY FUND	\$200,000
TAX INCREMENT FINANCING FUND II	
Operations and Contractual Services	\$145,000
Principal and Interest	\$150,000
Capital	\$550,000
Other	\$75,000
Emergencies & Contingencies	\$0
TOTAL TIF II FUND	\$920,000

FORWARD TAX INCREMENT FINANCING FUND

Operations and Contractual Services	\$300,000
Principal and Interest	\$0
Capital	\$900,000
Other	\$100,000
Emergencies & Contingencies	\$0
TOTAL FORWARD TIF FUND	\$1,300,000

BUSINESS DISTRICT FUND 1

Operations and Contractual Services	\$80,000
Capital	\$300,000
Other	\$193,500
Emergencies & Contingencies	\$20,000
TOTAL BUSINESS DISTRICT 1 FUND	\$593,500

TOURISM FUND

Operations and Contractual Services	\$80,000
Capital	\$0
Other	\$50,000
Emergencies & Contingencies	\$10,000
TOTAL TOURISM FUND	\$140,000

TOTAL SPECIAL REVENUE FUNDS **\$4,632,500**

ENTERPRISE FUNDS

GARBAGE CONTRACT FUND

Operations and Contractual Services	\$141,000
Other	\$5,000
Emergencies & Contingencies	\$0
TOTAL GARBAGE CONTRACT FUND	\$146,000

WATER FUND

Personnel Services	\$175,000
Operations and Contractual Services	\$150,000
Materials and Supplies	\$55,000
Principal and Interest	\$50,000
Capital	\$445,000
Other	\$50,000
Emergencies & Contingencies	\$25,000
TOTAL WATER FUND	\$950,000

SEWER FUND

Personnel Services	\$200,000
Operations and Contractual Services	\$175,000
Materials and Supplies	\$90,000
Principal and Interest	\$60,000
Capital	\$500,000
Other	\$75,000
Emergencies & Contingencies	\$0
TOTAL SEWER FUND	\$1,100,000

ELECTRIC FUND

Personnel Services	\$490,000
Operations and Contractual Services	\$2,980,000
Materials and Supplies	\$80,000
Principal and Interest	\$180,000
Capital	\$990,000
Other	\$80,000

Emergencies & Contingencies	\$0
TOTAL ELECTRIC FUND	\$4,800,000

TOTAL ENTERPRISE FUNDS	\$6,996,000
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GRAND TOTAL	<u>\$14,180,500</u>
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ESTIMATE

**Whalens Concrete and
Landscaping LLC**
502 E Warren St
Le Roy, IL 61752-1264

dustin.whalen05@gmail.com
+1 (309) 319-0183

Bill to
Angie Wanserski

Ship to
Angie Wanserski

Estimate details

Estimate no.: 1018
Estimate date: 05/26/2026

#	Product or service	Description	Qty	Rate	Amount
1.	Services	City sidewalk removal & replacement Framing & grading	1	\$2,700.00	\$2,700.00
				Total	\$2,700.00

Accepted date

Accepted by

Tim Brandt Construction LLC

18097 N 50 E Road
Danvers, IL 61732
(309)826-0178
timbrandtconstruction@gmail.com

Estimate

Date	Estimate #
9/21/2025	2225

Name / Address
Angie Wanserski 407 E High St Farmer City, Il 61842

			Project
Description	Qty	Rate	Total
Remove and Replace City Sidewalk 70'x4' Remove All Concrete And Spoils Install Compacted Gravel Base Install New Concrete Sidewalk -70'x4'x4" -4000 PSI Concrete -Cure and Seal Applied		3,800.00	3,800.00
		Total	\$3,800.00

RESOLUTION 2026-150

RESOLUTION AUTHORIZING THE EXPENDITURE OF ONE-THIRD THE COST OF SIDEWALKS IN ACCORDANCE WITH THE PUBLIC SIDEWALK INSTALLATION AND REPLACEMENT PROGRAM FOR 407 E HIGH ST

WHEREAS, public sidewalks may be constructed upon petition signed by the owner or owners of real property abutting the line of the proposed sidewalk according to the provisions of this section and the rules and regulations of the City Council;

WHEREAS, all sidewalks shall be constructed in accordance with the terms and specifications of Ordinance #419 (Chapter 92, Section 92.01);

WHEREAS, in 1973 the City of Farmer City began a program of contributing one-third the cost of the construction of new or replacement sidewalks; and

WHEREAS, Pete Wanserski has petitioned the city for 1/3 reimbursement for the construction of replacement sidewalks at 407 E High St;

WHEREAS, the estimated cost for the proposed sidewalk is \$2700, and petitioner is requesting 1/3 of the estimated cost which is not to exceed \$900;

NOW THEREFORE BE IT RESOLVED by the city council of the City of Farmer City, Illinois, that is hereby authorizing an expenditure not to exceed one-third of the estimated cost of new or replacement sidewalks at 407 E High St.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 1st DAY OF JUNE 2026.

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

Scott Testory, mayor

Angie Wanserski, city clerk

Angie Wanserski

From: City of Farmer City Manager
Sent: Thursday, May 28, 2026 8:12 AM
To: Angie Wanserski
Subject: Fw: Fireworks donation

[Get Outlook for iOS](#)

From: Curt Homann <chomann@outlook.com>
Sent: Wednesday, May 27, 2026 4:18:30 PM
To: City of Farmer City Manager <citymanager@cityoffarmercity.org>
Subject: Fireworks donation

City of Farmer City,

The City of Farmer City has been a long-time supporter of the fireworks display contributing approximately one-half of the cost of the community display. The Fair Association is requesting a contribution of \$4700 for the 2026 display. The basic cost of this year's display is \$9400. To make this year's celebration more memorable and to commemorate the 250th anniversary of the United States, an additional donation could provide a more substantial display. A \$7500 donation would provide a more impactful fireworks display.

Thank you for your consideration of support for a long-standing community tradition. Without the support of the City of Farmer City, this tradition could not continue.

Respectfully,

Farmer City Fair Association

Please make checks payable to the Farmer City Fair Association PO Box 17 Farmer City, IL 61842

RESOLUTION 2026-151

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR
FIREWORKS**

WHEREAS, the Farmer City Raceway had regularly scheduled events for the evening of Friday, July 4, 2026 which includes fireworks; and

WHEREAS, all citizens of the City of Farmer City were guests to the Farmer City Raceway after dark; and

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

FIRST: that the City of Farmer City approves the partial reimbursement for fireworks costs up to \$_____ from Fiscal Year 2026-2027 Approved Budget

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 1st DAY OF JUNE 2026.

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

Scott Testory, Mayor

Angie Wanserski, City Clerk



A Division of

Legal Solved

April 17, 2026

VIA E-Mail and US Mail

Angie Wanserski, Clerk

on behalf of City of Farmer

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

awanserski@cityoffarmercityorg

**Re: Judiciocracy LLC, and Coalition Opposing Governmental Secrecy, v. City of Farmer, No.: 2026CH4 In the 6TH Judicial Circuit Court of DeWitt County, Illinois
Notice of FOIA Litigation and Demand For Settlement**

Here is a specialized link to pre-settlement platform 'Settlomatic' to keep costs to a minimum in this action.

<https://settlomatic.massfoia.com/portal/1923cf22-95a8-4c35-be06-1cab8287279a>

Please call 601 552 FOIA (3642) to get your six-digit access code. When calling, please state:

- the case Number
- the County
- the Defendant Name
- your name and title
- your return phone number
- and REQUEST a Settlomatic Six-Digit Access Code

Failure to use our pre-settlement platform will lead to an additional \$150 paralegal cost in any offer of settlement. If there are multiple defendants, the Settlomatic acceptance date will serve as tie-breaker related to the filing fees responsibility. Your decisions to settle is your own. We appreciate your use of Settlomatic in any event.

To Whom It May Concern:

I am writing on behalf of my clients including the Coalition Opposing Governmental Secrecy and enclosing a file-stamped Complaint filed in the above-referenced Court. The Complaint details our clients' efforts seeking a response to their FOIA request, including multiple-reach-outs, missed deadlines, and insufficient or non-existent production. The Complaint details this and includes the exhibits.

At my clients request, I instituted formal litigation to compel your compliance with your statutory obligations because voluntary compliance was not forthcoming. At this stage in litigation, my clients would rather have a swift resolution as opposed to protracted proceedings.

Accordingly, we are offering you the opportunity to limit its liability under FOIA's Section 11(i) upon the following terms:

- a) Defendant accepts this offer, in whole, within seven (7) days of this Letter;
- b) Defendant produces all of the documents demanded in the Complaint within fourteen (14) days of this Letter;
- c) If the document production is acceptable and compliant with the law, my clients will voluntarily dismiss the litigation upon payment of the fees and costs (to be paid within 30 days) and waive any right to civil penalties.

We would urge you and your clients to consider resolving this matter at this early stage. An early resolution will have the benefit of immediately stemming any further attorney's fees and costs – my firm will not charge fees for these ongoing settlement communications – which, if this matter is not resolved promptly could range from 5x-25x the fees already incurred. See FOIA Section 11(i); Taliani v. Herrmann, 956 N.E.2d 550 (Ill. App. Ct., 2011) (allowing fees on fees in FOIA case where court explained that the purpose and intent of the Illinois FOIA's attorney fees provision could only be fully accomplished if such fees were allowed). If you would like to discuss how our typical fee structure works, please call me as I serve as Managing Partner, Edward "Coach" Weinhaus, Esq. at 314-580-9580.

If these terms are not acceptable, please advise if you're willing to waive service and ultimately reduce your service costs (include my co-counsel too if related to service).

DETAILS OF OUR FEES AND COSTS

We typically do not charge our clients for the initial request nor for advice concerning additional follow-ups or proceeding generally, especially if there is a hassle-free settlement. However, when it became clear that your entity did not intend to voluntarily comply, our client began to incur significant legal fees to force your compliance with FOIA. At present, my client has incurred **\$6,015.06 for 3 Defendants** in attorney's fees for:

- a) Review and examine FOIA requests and communications;
- b) Draft Complaint;
- c) Finalize and File Complaint and Exhibits; and
- d) Prepare settlement communication in lieu of summons (with a commensurate offer to you to waive service if you wish).

Additionally, we have incurred filing costs of **\$314.84 ("Filing Costs")**.

Accordingly, my client is making Settlement Demands of each Defendant commensurate with the work involved in analyzing each defendant's noncompliance with FOIA. Any party may settle at any time independent of the other parties except that we will require the Filing Costs to be paid by the final party to settle or request from the Court (so as not to double collect). Thus, we make a Settlement Demand to you of:

\$2,096.16

in satisfaction of FOIAs' Section 11(i)'s fee shifting provision. The Filing Costs are waived only if you are not the last Defendant to agree to the basic terms of Settlement. We will let you know if you are the last party to agree.

We have made this offer in good faith to minimize the cost to the public body while maintaining the public and our client's rights to the documents. One of the ways we can afford to handle a multiple-party FOIA Complaint is through the incredibly hard work of our paralegal team. Their valuable efforts are employed to save the public entities – like yours – money in terms of cost-savings. At this pre-service settlement stage, we do not include their billables to execute hassle-free settlement into our demand. However, we reserve all rights to bill for their time in any other scenario as well.

At this point, I ask you to pause and take a breath before considering a response. We prefer to resolve this matter quickly. The numbers above express the best possible outcome for everyone involved. Courts in Illinois have recently awarded us mid-five figures in FOIA cases we have won, and we have received penalties against defendants in *four* cases last year on behalf of our clients. We consistently pushed for settlement from the start but had no willing partner. Months later, after more work, we offered to settle and 'end the pain' for everybody for approximately **\$88,000** (**\$62,000** in attorney's fees, **\$25,000** in penalties *plus* costs). Rather than accept our reasonable settlement demands, the Defendants took four judgments totaling nearly **\$130,000** (including **\$104,500** in attorney's fees and **\$22,500** in penalties *plus* costs).

One final note as to why your public body may be receiving a slightly different offer than other defendants. Although we share work across the Complaint, work on one defendant differs from work on another defendant (possibly significantly). The facts of the case and the individual FOIA infractions control how much time we spend and allocate to each Defendant. Suffice it to say, Defendants who violated *more* of the letter and spirit of FOIA are paying for *more* attorney time. Likewise, those whose infractions were less egregious gain both from our ability to defray the costs of transparency among more bodies and their individual relative compliance. Nonetheless, even the worst offenders receive the benefit of the former.

As above, please advise within seven (7) days if you're interested in resolving this matter prior to incurring additional attorney fees and service costs. Please also consider waiver of service – this can add \$90+ to the demand if ignored (plus potentially more costs on your end).

Funds are to be tendered to LegalSolved LLC to be placed in LegalSolved LLC's IOLTA account (W9 and ACH Information appended to the proposed Settlement).

Very respectfully,

/s/ Edward "Coach" Weinhaus



Edward "Coach" Weinhaus

Adam Florek

LegalSolved, LLC, FOIASolved Division

11500 Olive Blvd., Suite 133

Saint Louis, Missouri 63141-7126

Tele: (314) 580-9580

E-mail: eaweinhaus@gmail.com (for all communications, litigation, settlement etc.)

E-mail: aflorek@florekllc.com (for further litigation only including rejection of settlement)

SETTLEMENT AGREEMENT AND RELEASE

Judiciocracy LLC, and Coalition Opposing Governmental Secrecy, v. City of Farmer, Case No.:
2026CH4

In the 6TH Judicial Circuit Court of DeWitt County, Illinois

This Settlement Agreement and Release (“Settlement” or “Agreement”) is entered into by and between Plaintiffs Judiciocracy LLC, and Coalition Opposing Governmental Secrecy, (“Plaintiffs”) and Defendant City of Farmer (“Defendant 2”), in the above-referenced case 2026CH4 now pending In the 6TH Judicial Circuit Court of DeWitt County, Illinois. (the “Lawsuit”). Plaintiffs and Defendant are each referred to individually as “Party” and collectively as the “Parties.”

Whereas, Plaintiffs include 1) Coalition Against Governmental Secrecy (“COGS”) COGS is a Missouri non-profit corporation with 501(c)(3) status whose mission is to aid and encourage citizen participation in government and the political process, and to empower the public by helping them access publicly available information via Freedom of Information, Sunshine and similar requests for government records; and a news media organization as defined by FOIA’s Section 2(f), in the business of, *inter alia*, reporting on local news and events;

Whereas, this Lawsuit involves Multiple Defendants, this Agreement only pertains to the specific Defendant Releasees of Defendant 2, hereafter "Defendant";

Whereas, Plaintiffs originally submitted their request (“Request”), seeking, *inter alia*, the items mentioned in the Complaint in the above-referenced Case and documented in the Complaint’s Exhibits. But, Defendant failed to respond adequately to Plaintiffs’ request; and

Whereas, Plaintiffs were forced to initiate litigation to compel Defendant’s compliance with its obligations under FOIA.

Whereas, this settlement intends to resolve all issues related to the Lawsuit and is limited to the FOIA Request or Requests detailed therein, not to extend to any other FOIA Requests or any other Plaintiffs.

Now, therefore in consideration of the mutual agreement set forth below, the parties agree as follows:

1. Plaintiffs, on behalf of themselves and their successors, predecessors, executors, heirs, administrators, and assigns, hereby releases and forever discharges Defendant and its respective parents, subsidiaries, affiliated entities, officers, directors, shareholders, partners, members, trustees, principals, agents, representatives, employees, insurers, reinsurers, and attorneys as well as the heirs, predecessors, successors, and assigns thereof (the “Defendant Releasees”), all in their capacities as such, from any and all obligations or claims arising out of or related to the Lawsuit, however denominated.

2. Plaintiffs hereby release the Defendant Releasees from any and all claims arising out of, or related to the Lawsuit not limited to the Illinois’ Freedom of Information Act (“FOIA”),

as codified at 5 ILCS § 140/1, at seq., including as it relates to the factual basis of the Lawsuit: (1) any other federal, state, or local statute, regulation, or common law that existed at the time of execution of this Agreement, (2) any claims for civil penalties arising under FOIA's Section 140/11(j); and (3) any claims, potential claims, or future claims attorney's fees and costs arising under FOIA's Section 140/11(i).

3. Procedure Concerning the dismissal and resolution of the Litigation. Defendant shall choose to proceed either option a.) or b.) as indicated below. In the event that Defendant fail to select a procedure to resolve this Lawsuit, Procedure a.) as indicated below, shall be the default.

A. **DISMISSAL UPON SATISFACTION:** Within fourteen (14) days of the Effective Date, Defendant shall make a full and complete production of all documents called for in Plaintiffs' Request and Plaintiffs shall confirm the completeness of the production within seven (7) days. In the event that Plaintiffs fail to confirm the completeness of the production, the production shall be deemed complete. **This Is A Material Term Necessary For The Consummation Of This Agreement.** Within thirty (30) days of the Effective Date (see IRS Form W-9 from Plaintiffs' Attorney, Legal Solved LLC and ACH Payment Instructions Attached), Defendant shall make and deliver to Plaintiffs' Attorney via ACH, a payment totaling TWO THOUSAND AND NINETY-SIX DOLLARS, SIXTEEN CENTS (\$2,096.16) / TWO THOUSAND, FOUR HUNDRED AND ELEVEN DOLLARS, ZERO CENTS (\$2,411.00) payable to "**Legal Solved LLC**" for Plaintiffs' attorneys' fees and costs (collectively, the "Settlement Payments"). Defendant will not take any withholdings from the Settlement Payments. The Settlement Payments are the total amounts payable to Plaintiffs and Legal Solved LLC under this Agreement, and no additional payment shall be made by Defendant with respect hereto. Defendant's obligations to Plaintiffs with respect to the Settlement Payments shall be fully and forever discharged upon Defendant's delivery of the Settlement Payments. Legal Solved LLC will be solely responsible for any taxes to which they are subject as a result of receipt of the Settlement Payments. Within five business days of receipt of Settlement Payments, Plaintiffs agree to file a stipulation to dismiss Lawsuit with prejudice, without costs or attorneys' fees to either Party.

B. **CONTEMPORANEOUS DISMISSAL¹:** Within fourteen (14) days of the Effective Date, Defendant shall make a full and complete production of all documents called for in Plaintiffs' Request and Plaintiffs shall confirm the completeness of the production within seven (7) days. In the event that Plaintiffs fail to confirm the completeness of the production, the production shall be deemed complete. **This Is A Material Term Necessary For The Consummation Of This Agreement.** Within thirty (30) days of the Effective Date (see IRS Form W-9 from Plaintiffs' Attorney, Legal Solved LLC and ACH Payment Instructions Attached), Defendant shall make and deliver to Plaintiffs' Attorney, a payment via ACH totaling TWO THOUSAND, TWO HUNDRED AND FORTY-SIX DOLLARS, SIXTEEN CENTS (\$2,246.16) / TWO

¹ Plaintiffs' paralegal time is billed for \$150 for the handling of this "Option B" settlement.

THOUSAND, FIVE HUNDRED AND SIXTY-ONE DOLLARS, ZERO CENTS (\$2,561.00) **payable to “Legal Solved LLC”** for Plaintiffs’ attorneys’ fees and costs (collectively, the “Settlement Payments”). Defendant will not take any withholdings from the Settlement Payments. The Settlement Payments are the total amounts payable to Plaintiffs and Legal Solved LLC under this Agreement, and no additional payment shall be made by Defendant with respect hereto. Defendant’s obligations to Plaintiffs with respect to the Settlement Payments shall be fully and forever discharged upon Defendant’s delivery of the Settlement Payments. Legal Solved LLC will be solely responsible for any taxes to which they are subject as a result of receipt of the Settlement Payments. Within five business days of the Effective Date, Plaintiffs shall file The Agreed Order of Judgement and Dismissal in the Lawsuit, attached hereto as Exhibit 3, which shall be executed contemporaneously with this Agreement.

4. As for itself, each Party represents and warrants to the other as follows:
 - A. It has received independent legal advice from attorneys of its own choice with respect to the advisability of making the settlement provided for herein and with respect to the advisability of executing this Agreement, and prior to the execution of this Agreement thereby, its attorneys have reviewed this Agreement. Neither Party will be entitled to have any language contained in this Agreement construed against the other because of the identity of the drafter.
 - B. Except as expressly stated in this Agreement, the other Party has made no statement or representation to the other regarding any fact relied upon by it in entering into this Agreement, and it specifically does not rely upon any statement, representation, or promise of the other Party in executing this Agreement, or in resolving the disputes as provided for herein, except as expressly stated in this Agreement.
 - C. Together with its attorneys, each Party has made such investigation of the facts pertaining to the resolutions provided for in this Agreement, and of all the matters pertaining hereto, as it deems necessary.
 - D. The terms of this Agreement, including the WHEREAS clauses, are contractual, not a mere recital, and this Agreement is the result of negotiation between the Parties.
 - E. This Agreement has been carefully read by, the contents hereof are known and understood by, and it is signed freely by, each Party.
 - F. Each Party has the power and authority to enter into and perform this Agreement, and the execution and performance of this Agreement have been duly authorized by all requisite corporate action.
 - G. The individual signing this Agreement has the power and authority to execute this Agreement on its behalf.

5. Each Party further agrees that it has read and understands that this Agreement contains releases, and that it intends and agrees to be legally bound by the same.

6. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Parties, and each of them. Except as expressly provided herein, however, this Agreement is not intended to and does not constitute a third-party beneficiary contract.

7. If any non-material provision of this Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

8. This Agreement may be executed in two or more counterparts and may be exchanged by facsimile or electronic transmission (email), each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

9. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and is the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the Parties, oral or written, expressed or implied, are superseded.

10. This Agreement may not be modified or amended except in writing signed by both Parties or their respective successors or assigns, as the case may be.

11. This Agreement shall be governed by, and the provisions hereof shall be interpreted in accordance with, the substantive law of the State of Illinois. Any dispute arising under this Agreement shall be brought in a Federal District or State Circuit Court in the State of Illinois. Moreover, the prevailing party under any dispute to enforce this agreement shall be entitled to have their attorney's fees and costs reimbursed by the other Party.

Wherefore, Defendant having reviewed the terms and conditions of this Settlement Agreement, it has elected to resolve this Lawsuit under the procedure outlined in Section 3 (*circle/select one*)

A - DISMISSAL UPON SATISFACTION [DEFAULT] _____

or

B - CONTEMPORANEOUS DISMISSAL (+ Handling Charge) _____

In witness hereof, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

Effective Date:

For Plaintiffs	For Defendant City of Farmer
----------------	------------------------------


By:	By:
 <p>FOIALawya</p> <p>Edward "Coach" Weinhaus Adam Florek LegalSolved LLC, FOIASolved Division 11500 Olive Blvd., Suite 133 Saint Louis, Missouri 63141-7126 (314) 580-9580 eaweinhaus@gmail.com aflorek@florekllc.om</p>	

EXHIBIT 1

LegalSolved LLC W9

W-9
Form 999
March 2024

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin: For assistance related to the purchase of Form W-9, see *Purpose of Form*, below.

1. Name of the requester. An entry is required that a sole proprietor or disregarded entity for the above part 1 and enter the business/disregarded entity's name in the 2.

LegalSolved LLC

2. Business name (regarded entity name) if different from above

3a. Check the appropriate box for the type of filer that classifies the entity. Enter the name of the filer in the box below. Check only one of the following seven boxes.

Individual sole proprietor Corporation S corporation Partnership Trust estate

LLC. Enter the tax classification of a LLC corporation, S or S corporation, in the box below.

Note: Check the "LLC" box above and, if the entity seeks either the disregarded entity (D) or (P) for the tax classification of the LLC, check if it is a disregarded entity. A disregarded entity should not check the appropriate box for the tax classification of its owner.

Other (see instructions)

3b. If an individual is requesting "Partner" or "Trustee" for checks 1, 2, and 3, enter "PT" in the tax classification box if you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check the box if you have any foreign partners, estates, or beneficiaries. See instructions.

4. Complete a check only if you are not an individual. See instructions for more details.

5. Address (number, street, and apt or suite no.) See instructions.

11500 Olive Blvd Suite 133

6. City, state, and ZIP code.

Croft Coeur, MO 63141

7. List account numbers here (optional).

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN); however, for a resident alien, sole proprietor, an disregarded entity, see the instructions for Part I. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

8 - - - - -

OR

Employer identification number

8 6 - 1 5 7 3 2 8 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA-related statement on this form (if any) certifies that I am exempt from FATCA reporting a contract.

Certification instructions. You must check one item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate sales, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contribution to an individual retirement arrangement (IRA), and, generally, payment of other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II.

Sign Here Signature of U.S. person */s/Edward Weinhau/s/* Date *09/19/2024*

General Instructions

Send references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/formw9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (other than a requester who is required to file an information return with the IRS) is giving you this form because they

Need this form to file a return. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership instructions for Schedules K-2 and K-3 (Form 1065).

Oct. 2023

Form **W-9** (Rev. 3-2024)

EXHIBIT 2

LegalSolved LLC Payment Instructions

ACH: Account Holder: LegalSolved LLC
ACH routing 121000358 Bank of America
IOLTA Account Number: 3251 3250 4421

Wire Routing: 026009593
SWIFT Code: BOFAUS3N

Bank of America
1340 Encinitas Blvd, Encinitas, CA 92024 Phone: (760) 943-6168

LegalSolved, LLC
11500 Olive Blvd. Suite 133
St. Louis, MO 63141

EXHIBIT 3

**IN THE 6TH JUDICIAL CIRCUIT COURT
DEWITT COUNTY, ILLINOIS**

Judiciocracy LLC, and Coalition Opposing)	
Governmental Secrecy,)	
)	
Plaintiffs,)	Case No.: 2026CH4
)	
v.)	Judge:
)	
City of Farmer,)	
)	
Defendant.)	

AGREED ORDER OF JUDGMENT AND DISMISSAL

This Matter coming before the Court upon the Parties Agreed Order of Judgement and Dismissal pursuant to the Parties Settlement Agreement And Release, it is hereby found and ordered as follows as it relates to Plaintiffs and Defendant City of Farmer (“Defendant”):

Plaintiffs have the mission to aid and encourage citizen participation in government and the political process, and to empower the public by helping them access publicly available information via Freedom of Information, Sunshine, and similar requests for government records. The records are pursued to distribute news about the health, safety, and welfare of the public and to help it stand for its legal rights.

FOUND that Plaintiffs were forced to initiate litigation to compel Defendant’s compliance with its obligations under FOIA and their therefore due Attorney’s Fees and Costs, pursuant to FOIA’s Section 140/11(i), as the prevailing party;

ORDERED that Defendant shall produce all records responsive to Plaintiffs Request within fourteen (14) days of the entry of this Order;


ORDERED that Defendant shall remit the Settlement Payments to Plaintiffs Attorney within thirty (30) days of the entry of this Order;

ORDERED that Defendant shall be liable to Plaintiffs for all further attorney’s fees and costs for the enforcement of this Order;

ORDERED that the Court shall retain jurisdiction to enforce the Settlement Agreement and this Agreed Order of Judgement and Dismissal; and

IT IS FURTHER ORDERED that this matter is dismissed with Prejudice against Defendant.

IT IS SO ORDERED.

Agreed to by Plaintiffs	Agreed to by Defendant City of Farmer
By:	By:
 <p>FOIALawya</p> <p>Edward "Coach" Weinhaus Adam Florek LegalSolved, LLC FOIASolved Division 11500 Olive Blvd., Suite 133 Saint Louis, Missouri 63141-7126 (314) 580-9580 eaweinhaus@gmail.com aflorek@florekllc.om</p>	

Entered: [Month] ____, 2024

By:

[Judge]
Circuit Judge

Prepared by:

Edward "Coach" Weinhaus
Adam Florek
LegalSolved, LLC FOIASolved Division
11500 Olive Blvd., Suite 133
Saint Louis, Missouri 63141-7126
(314) 580-9580
eaweinhaus@gmail.com
aflorek@florekllc.om

RESOLUTION 2026-152

RESOLUTION AUTHORIZING SETTLEMENT WITH JUDICIOCRACY LLC

WHEREAS , Judicocracy LLC filed a Complaint against the City of Farmer City alleging FOIA violations;

WHEREAS, the City desires to settle the matter by payment of \$2,096.16 to Judicocracy LLC;

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

1. The City of Farmer City agrees to settle the above described Complaint with a payment of \$2,096.16 to Judicocracy LLC. City officials are authorized to make that payment;
2. The City Manager and/or City Attorney of The City of Farmer City are authorized to execute a Settlement Agreement and all other documents necessary to resolve the matter.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS June 1, 2026

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

Scott Testory, Mayor

Angie Wanserski, City Clerk