

**REGULAR CITY COUNCIL MEETING
FARMER CITY, ILLINOIS
MONDAY, MAY 20, 2019
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

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

PUBLIC HEARING

Public Hearing to approve an ordinance adopting the annual appropriation for the city of Farmer City for fiscal year 2019-2020

SECTION I CONSENT AGENDA

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

- A. Approval of the minutes of the May 06, 2019 council minutes
- B. Fund Warrant List
- C. **Ordinance 2019-1033** Ordinance Declaring Surplus Specified Personal Property Owned by the City of Farmer City
- D. **Resolution 2019-31** Resolution Confirming Appointment of Members of the Farmer City Public Library Board
- E. Approval of Payout #2A to Cross Construction for \$17,700 for the Water/Washington St project.

SECTION II: UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

- A. **RESOLUTION 2019-29** Resolution of Adoption of the DeWitt County Multi-Jurisdictional All Hazards Mitigation Plan

SECTION III: NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. **ORDINANCE 2019-1032** Ordinance Making Annual Appropriations for the City of Farmer City for Fiscal Year 2019-2020
- B. Approval of Payout #2 to G.A. Rich & Sons Inc. for the Farmer City Disinfection Project in the amount of \$69,376.45.
- C. **Resolution 2019-32** Resolution Entering into an Intergovernmental Agreement Between Blue Ridge School District and the City of Farmer City.
- D. Award of bid to Cross Construction for \$884,679.95 for the Maple/Western St reconstruction project.
- E. Award of bid to Cross Construction for \$926,872.60 for the John St reconstruction project.

SECTION IV: EXECUTIVE SESSION Personnel to discuss appointment, employment, compensation, discipline and/or performance of specific employee (s) pursuant to Section 2 (c) of the Open Meetings Act 5ILCS 120/2 (c) (1)

- A. **Resolution 2019-33** Resolution Authorizing Execution of an Employment Agreement with City Manager.

SECTION V: OTHER ITEMS

1. City manager report
2. Non-agenda items and other business

ADJOURNMENT

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

**MINUTES OF THE FARMER CITY, ILLINOIS
CITY COUNCIL
REGULAR MEETING OF
MAY 06, 2019
6 p.m.**

Roll call Present: Councilmembers Willard McKinley, Scott Testory and Acting Mayor Scott Kelley
Also, in attendance: City Manager Sue McLaughlin, City Attorney Joe Chamley, City Clerk Angie Wanserski
Absent: Erin Coffey

Pledge of allegiance to the flag

Proclamations/presentations

Public Comment

SECTION I: CONSENT AGENDA
A. Approval of the minutes of the April 15, 2019 council meeting
B. Fund Warrant List
MOTION by McKinley to approve consent agenda. Seconded by Testory. Approved unanimously. Motion carried.

ADJOURNMENT OF OUTGOING COUNCIL
MOTION by McKinley to adjourn. Seconded by Testory. Approved unanimously. Motion carried.

OATH OF OFFICE: Scott Testory, Shelley Friedrich, Benjamin Burden

Roll call Present: Councilmembers Willard McKinley, Scott Kelley, Shelley Friedrich, Benjamin Burden and Mayor Scott Testory
Also, in attendance: City Manager Sue McLaughlin, City Attorney Joe Chamley, City Clerk Angie Wanserski
Absent: none

Proclamations/presentations

Public Comment

SECTION II: UNFINISHED BUSINESS Ordinances or resolutions previously tabled

SECTION III: NEW BUSINESS – Ordinances and resolutions for initial consideration
1. RESOLUTION 2019-29 Resolution of Adoption of the DeWitt

County Multi-Jurisdictional All Hazards Mitigation Plan

City Manager Sue McLaughlin explained that this resolution was already adopted and approved through the county. The city has no plans to implement this currently. It is a plan to mitigate a hazard, if one occurs.

MOTION This item has been laid over until May 20, 2019.

- 2. **RESOLUTION 2019-30 Resolution approving a Permanent Utility Easement and Temporary Construction Easement with Sharon Stiger for Property Along I-74.**

This Resolution is part of the water main extension across I74 and is for 20 feet of temporary construction easement and 10 feet of permanent utility easement on Sharon Stiger’s property. We are compensating Ms. Stiger \$3000 for both easements.

MOTION by McKinley to approve Resolution 2019-30 Resolution approving a Permanent Utility Easement and Temporary Construction Easement with Sharon Stiger for Property Along I-74. Seconded by Testory. Approved unanimously. Motion carried.

- 3. **Approval of Payout #1 to Cross Construction for Water/Washington project in the amount of \$75,731.30.**

This payout is for work completed to date. The current work has been reviewed and approved by the engineers.

MOTION by McKinley to approve Payout #1 to Cross Construction for Water/Washington project in the amount of \$75,731.30. Seconded by Kelley. Approved unanimously. Motion carried.

SECTION IV:

EXECUTIVE SESSION – Personnel to discuss appointment, employment, compensation, discipline and/or performance of specific employee (s) pursuant to Section 2 (c) of the Open Meetings Act 5ILCS 120/2 (c) (1)

MOTION by McKinley to close open session and go into executive session. Seconded by Kelley. Voted unanimously. Motion carried

MOTION by McKinley to close executive session and return to open session. Seconded by Kelley. Voted unanimously. Motion carried.

SECTION IV:

OTHER ITEMS

- 1. **City manager report**

City manager Sue McLaughlin stated that cleanup day went well on Saturday. Area Disposal picked up just over 25 tons of bulk waste. There will be intermittent closures on Water Street that cannot be avoided but the construction crews are keeping them to a minimum. Bids are currently being accepted on the Maple Street and John Street projects. Bid openings will be May 13th. Heritage days are ramping up. And McLaughlin also stated she has reached out to the local FFA group about cleaning up the gardens around city hall before Heritage Days.

- 2. **Non-agenda items and other business.**

Councilman Kelley stated that South Park campgrounds needs volunteers. Mayor Testory welcomed new council members and thanked Scott Kelley for his service as acting mayor.

ADJOURNMENT

MOTION by McKinley to adjourn meeting. Seconded by Kelley.
Voted unanimously. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
100		
FRONTIER	254.00	ADM PHONE
CLINTON JOURNAL	26.60	PUB HEARING
WANSERSKI, ANGIE	28.78	TRAVEL REIMB
PF Pettibone & Co.	404.85	POLICE -PRINTING
FRONTIER	445.97	POLICE PHONE
XEROX FINANCIAL SERVICE	40.30	POLICE COPIER LEASE
MITCHELL'S TRUCKING	543.14	CA6 TRUCKING
FRONTIER	75.98	STREET INTERNET
LEHIGH HANSON	417.80	CA6 ROCK
LAWSON PRODUCTS	21.36	PVC COATED GLOVES
CORNEGLIO AG	32.78	STREET SUPPLIES
CORNEGLIO AG	277.90	STREET SUPPLIES
FRONTIER	199.02	POOL PHONE & WIFI
Spears Corporation	9,813.50	POOL SUPPLIES CHEMICALS
Total 100:	<u>12,581.98</u>	
150		
MAURER-STUTZ	658.75	MFT 2019 MFT PROGRAM
Cross Construction inc.	17,700.00	MFT
Total 150:	<u>18,358.75</u>	
170		
ROADWORKS INC	3,375.00	ROADWAY PAVEMENT MONITORING
MAURER-STUTZ	5,367.34	I-74 W/S EXTENSION
Total 170:	<u>8,742.34</u>	
270		
MAURER-STUTZ	24,875.50	MAPLE ST ROADWAY IMPROVEMENTS
MAURER-STUTZ	831.74	MAPLE ST WM IMPROVEMENTS
MAURER-STUTZ	15,441.50	JOHN STREET IMPROVEMENTS
Total 270:	<u>41,148.74</u>	
490		
AREA DISPOSAL	11,547.02	RESIDENTIAL TRASH SERVICE
Total 490:	<u>11,547.02</u>	
510		
Baum Chevy Buick	35.50	OIL CHANGE WATER TRUCK
NICOR Gas	83.53	WATER GAS
NAPA	6.29	WATER AUTO SUPPLIES
CORNEGLIO AG	9.77	WATER SUPPLIES
CORNEGLIO AG	3.99	WATER SUPPLIES
CORNEGLIO AG	20.44	SEWER SUPPLIES
CORNEGLIO AG	19.48	SEWER SUPPLIES
CORNEGLIO AG	21.56	WATER SUPPLIES
Yeagle Electric	586.25	WATER PLANT CHANGE BREAKER
Water Products Co.	850.00	METAL CURB STOP
Total 510:	<u>1,636.81</u>	
520		
MAURER-STUTZ	526.77	SEWER DISINFECTION IMPROVEMENTSS

Vendor Name	Net Invoice Amount	
Total 520:	526.77	
530		
Office Machine Repair	10.00	ELE - COPY MACHINE RENTAL
ALTORFER INC.	18,010.00	ESC REG - TYPE ADV PLATINUM
ALTORFER INC.	18,010.00	ESC REG - TYPE ADV PLATINUM
FRONTIER	153.79	ELEC PHONE
NICOR Gas	215.56	ELE - UTILITIES WAREHOUSE
NICOR Gas	861.42	ELE-NATURAL GAS (GENERATION)
CORNEGLIO AG	62.54	ELE SUPPLIES
CORNEGLIO AG	70.29	ELE SUPPLIES
McMaster-Carr	122.59	ELEC SUPPLIES
Menards	122.59	ELEC SUPPLIES
T&R Service	1,903.00	ELE -TRANSFORMER DISPOSAL
Total 530:	39,541.78	
Grand Totals:	134,084.19	

ORDINANCE 1033

**ORDINANCE DECLARING SURPLUS SPECIFIED PERSONAL
PROPERTY OWNED BY THE CITY OF FARMER CITY**

WHEREAS, the city of Farmer City has ownership of many pieces of personal property; and

WHEREAS, in the opinion of the corporate authorities of the city of Farmer City, it is no longer necessary or useful, or for the best interests of the city of Farmer City to retain ownership of the personal property hereinafter described; and

NOW, THEREFORE, BE IT ORDAINED by the city council of Farmer City as follows:

SECTION ONE: That the personal property described as follows:

Four 2- or 3-drawer filing cabinets
Impounded, inoperable riding lawn mower
Computer tower
Former Council Dais

now owned by the city of Farmer City is no longer useful and should be declared surplus property.

SECTION TWO: That the city manager will market the surplus equipment for sale. If the City receives no offers, the city manager will affect their disposal or scrap.

SECTION THREE: This ordinance shall take effect after its passage, approval and publication in pamphlet form

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,
COUNTY OF DEWITT, ILLINOIS THIS 20th DAY OF MAY 2019

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

221 Brookview Drive

Farmer City, Illinois

May 14, 2019

Scott Testory, Mayor

City of Farmer City

Farmer City, Illinois

Dear Mr. Mayor,

The trustees of the Farmer City Public Library are recommending the following persons to be appointed to the board of trustees for three year terms:

Patricia Munsell

Janis Maxwell

Vickie Oglesby

The terms of these members will be effective as of June 1, 2019 and expire in 2022.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Munsell".

Patricia Munsell

President, Board of Trustees

RESOLUTION 2019-31

RESOLUTION CONFIRMING APPOINTMENT OF MEMBERS OF THE FARMER CITY PUBLIC LIBRARY BOARD

WHEREAS, the city of Farmer City has established a public library under the Illinois Local Library Act;

WHEREAS, the mayor, with the approval of the city council, shall appoint a library board of nine trustees all of whom shall be city residents, for three-year terms on or before July 1 of each year to replace the retiring trustees; and

NOW THEREFORE BE IT RESOLVED by the city council of the city of Farmer City, DeWitt County, Illinois:

FIRST: that the mayor has appointed three persons Patricia Munsell, Janis Maxwell and Vickie Oglesby provided by 75 Illinois Compiled Statutes 5/4-1.1, subject to the approval of the city council, to three-year terms beginning June 1, 2019 and ending May 30, 2022, and

SECOND: that the city confirms the appointment of Patricia Munsell, Janis Maxwell and Vickie Oglesby serve as trustees of the Farmer City Public Library Board to serve three-year terms beginning June 1, 2019 and ending May 30, 2022.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 20th day of MAY 2019

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

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk

Resolution 2019-29
City of Farmer City, Illinois
Resolution of Adoption
of the
DeWitt County Multi-Jurisdictional All Hazards Mitigation Plan

WHEREAS, the City of Farmer City is subject to natural and man-made hazards including floods, tornadoes, severe winter storms, severe thunderstorms, and drought among others, that pose risks to public health and property; and

WHEREAS, the City of Farmer City desires to prepare and mitigate for such natural and man-made hazards; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Plan as a condition of receipt of certain future Federal mitigation funding after November 1, 2004; and

WHEREAS, the DeWitt County Multi-Jurisdictional All Hazards Mitigation Plan was developed in accordance with the regulations of the Disaster Mitigation Act of 2000 and the guidance provided by FEMA; and

WHEREAS, the City of Farmer City has participated in developing the DeWitt County Multi-Jurisdictional All Hazards Mitigation Plan covering member jurisdictions of DeWitt County:

NOW THEREFORE, be it resolved that the City of Farmer City hereby:

1. Adopts the DeWitt County Multi-Jurisdictional All Hazards Mitigation Plan as the official Hazard Mitigation Plan of the City of Farmer City; and
2. Agrees to participate in the annual and 5-year updates to this Plan.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 20th DAY OF MAY 2019

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

ORDINANCE NO. 1032

ORDINANCE MAKING ANNUAL APPROPRIATIONS FOR THE CITY OF
FARMER CITY FOR FISCAL YEAR 2019-2020

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

WHEREAS, notice of a public hearing was published in the *Clinton Journal*, announcing that a draft of the proposed appropriation ordinance was available for public examination in City Hall and at the Farmer City Library and that a public hearing would be held on Monday, May 20, 2019, at 6 p.m. in the City Council Chambers; and

WHEREAS, a public hearing was held on May 20, 2019, at approximately 6:00 p.m. in the City Council Chambers:

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, 2019, and ending on April 30, 2020.

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 20th DAY OF MAY 2019.

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

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk

FARMER CITY APPROPRIATION ORDINANCE FOR FY 2019/20

EXHIBIT A

GENERAL FUND

ADMINISTRATIVE

Personnel Services	285,000
Operations and Contractual Services	80,000
Materials and Supplies	25,000
Capital	5,000
Other	20,000

TOTAL ADMINISTRATIVE **415,000**

COUNCIL

Personnel Services	13,000
Operations and Contractual Services	30,000
Materials and Supplies	2,500

TOTAL COUNCIL **45,500**

POLICE

Personnel Services	355,000
Operations and Contractual Services	125,000
Materials and Supplies	20,000
Capital	35,000
Other	5,000

TOTAL POLICE **540,000**

STREETS

Personnel Services	170,000
Operations and Contractual Services	80,000
Materials and Supplies	30,000
Capital	60,000
Other	

TOTAL STREETS **340,000**

PARKS		
Operations and Contractual Services		25,000
Materials and Supplies		15,000
Capital		7,500
Other		5,000
TOTAL PARKS		<u>52,500</u>

POOL		
Personnel Services		50,000
Operations and Contractual Services		20,000
Materials and Supplies		30,000
Capital		40,000
Other		10,000
TOTAL POOL		<u>150,000</u>

EMERGENCIES & CONTINGENCIES		<u>50,000</u>
----------------------------------------	--	----------------------

TOTAL GENERAL FUND		<u><u>1,593,000</u></u>
---------------------------	--	--------------------------------

SPECIAL REVENUE FUNDS

AUDIT		
Operations and Contractual Services		17,500
Other		1,000
Emergencies & Contingencies		
TOTAL AUDIT		<u>18,500</u>

ESDA		
Operations and Contractual Services		5,000
Capital		5,000
Other		2,500
Emergencies & Contingencies		
TOTAL ESDA		<u>12,500</u>

INSURANCE		
Unemployment		15,000
Comprehensive		85,000
Other		5,000
Emergencies & Contingencies		
TOTAL INSURANCE		<u>105,000</u>

MOTOR FUEL TAX

Operations and Contractual Services	20,000
Materials and Supplies	20,000
Capital	50,000
Other	20,000
Emergencies & Contingencies	

TOTAL MFT **110,000**

ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Contributions	175,000
Emergencies & Contingencies	

TOTAL IMRF **175,000**

CAPITAL PROJECTS FUND

Capital - Pool	1,600,000
Capital - I 74 extension	2,000,000

TOTAL CAPITAL PROJECTS FUND **3,600,000**

CROSSING GUARD FUND

Personnel Services	10,000
Other	1,000
Emergencies & Contingencies	

TOTAL CROSSING GUARD FUND **11,000**

SOCIAL SECURITY FUND

Personnel Services	80,000
Emergencies & Contingencies	

TOTAL SOCIAL SECURITY FUND **80,000**

LIBRARY FUND

Personnel Services	40,000
Operations and Contractual Services	15,000
Materials and Supplies	20,000
Principal and Interest	
Capital	30,000
Other	5,000
Emergencies & Contingencies	

TOTAL LIBRARY FUND **110,000**

TAX INCREMENT FINANCING FUND II	
Operations and Contractual Services	150,000
Principal and Interest	150,000
Capital	2,000,000
Other	20,000
Emergencies & Contingencies	
TOTAL TIF II FUND	<u>2,320,000</u>

FORWARD TAX INCREMENT FINANCING FUND	
Operations and Contractual Services	25,000
Principal and Interest	50,000
Capital	1,500,000
Other	25,000
Emergencies & Contingencies	
TOTAL FORWARD TIF FUND	<u>1,600,000</u>

BUSINESS DISTRICT FUND 1	
Operations and Contractual Services	50,000
Capital	200,000
Other	75,000
Emergencies & Contingencies	25,000
TOTAL BUSINESS DISTRICT 1 FUND	<u>350,000</u>

BUSINESS DISTRICT FUND 2	
Operations and Contractual Services	50,000
Capital	50,000
Other	75,000
Emergencies & Contingencies	25,000
TOTAL BUSINESS DISTRICT 2 FUND	<u>200,000</u>

GARBAGE CONTRACT FUND	
Operations and Contractual Services	300,000
Other	25,000
Emergencies & Contingencies	25,000
TOTAL GARBAGE CONTRACT FUND	<u>350,000</u>

TOTAL SPECIAL REVENUE FUNDS	<u><u>5,442,000</u></u>
------------------------------------	--------------------------------

ENTERPRISE FUNDS**WATER FUND**

Personnel Services	175,000
Operations and Contractual Services	200,000
Materials and Supplies	100,000
Principal and Interest	50,000
Capital	300,000
Other	50,000
Emergencies & Contingencies	50,000
TOTAL WATER FUND	<u>925,000</u>

SEWER FUND

Personnel Services	35,000
Operations and Contractual Services	200,000
Materials and Supplies	100,000
Principal and Interest	50,000
Capital	300,000
Other	50,000
Emergencies & Contingencies	
TOTAL SEWER FUND	<u>735,000</u>

ELECTRIC FUND

Personnel Services	350,000
Operations and Contractual Services	2,500,000
Materials and Supplies	50,000
Principal and Interest	60,000
Capital	2,250,000
Other	50,000
Emergencies & Contingencies	
TOTAL ELECTRIC FUND	<u>5,260,000</u>

TOTAL ENTERPRISE FUNDS	<u><u>6,920,000</u></u>
-------------------------------	--------------------------------

GRAND TOTAL	<u><u>13,955,000</u></u>
--------------------	---------------------------------



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: May 20, 2019

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Pay Request #2 – WWTP Disinfection

Attached is Pay Request #2 from G.A. Rich & Sons for Wastewater Treatment Plant Disinfection, as mandated by the IEPA.

This project is almost complete so you will see about 10% retainage for last minutes items. Our engineers have reviewed this, as have I, and we recommend approval.

Thank you!

REQUEST FOR PAYMENT

From: G. A. RICH & SONS INC.
 P O BOX 50
 DEER CREEK, IL 61733

To: FARMER CITY; CITY OF
 105 S MAIN
 PO BOX 49
 FARMER CITY, IL 61842

Invoice: 93314
 Draw: 2
 Invoice date: 5/7/2019
 Period ending date: 5/7/2019

Contract For:

Project: 18510
 FARMER CITY WWTP DISINFECTION

Request for payment:
 Original contract amount \$122,320.00
 Approved changes \$0.00
 Revised contract amount
 Contract completed to date
 Add-ons to date \$0.00
 Taxes to date \$0.00
 Less retainage \$12,152.23
 Total completed less retainage \$39,993.57
 Less previous requests
 Current request for payment
 Current billing
 Current additional charges \$0.00
 Current tax \$0.00
 Less current retainage \$7,708.50
 Current amount due \$12,949.98
 Remaining contract to bill

Contract date:
 Architect:
 Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned and the FARMER CITY; CITY OF relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: G. A. RICH & SONS INC.

State Of ILLINOIS County Of TAZEWELL

By: [Signature] Subscribed and sworn to before me this 7th day of May, 2019

Date: 5-7-19
 Notary Public [Signature]
 My commission expires: 02-09-23

OFFICIAL SEAL
 JUDY C STECHMAN
 NOTARY PUBLIC, STATE OF ILLINOIS
 TAZEWELL COUNTY
 MY COMMISSION EXPIRES 02/04/2023

Approved: Maurice - State, Inc. Raymond 5-7-19
 \$ 69,376.45

REQUEST FOR PAYMENT DETAIL

Project: 18510 / FARMER CITY WWTP DISINFEC Invoice: 93314

Draw: 2

Period Ending Date: 5/7/2019

Page 2 of 2 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Completed To Date	% Comp	Retainage Balance
1	Overhead & Profit	15,955.00	5,105.60	10,051.65	15,157.25	95.00	1,515.73
2	Site Work - LAB	21,586.00	20,506.70	1,079.30	21,586.00	100.00	2,158.60
3	Site Work - MAT	1,195.00	1,195.00		1,195.00	100.00	119.50
4	Mechanical - SUB	11,525.00	2,719.00	8,806.00	11,525.00	100.00	1,152.50
5	Electrical - SUB	29,745.00	3,625.00	26,120.00	29,745.00	100.00	2,974.50
6	CO1-Project delay						
7	Interior Work - LAB	24,785.00		24,785.00	24,785.00	100.00	2,478.50
8	Interior Work - MAT	17,529.00	11,286.00	6,243.00	17,529.00	100.00	1,752.90

Totals	122,320.00	44,437.30	77,084.95	121,522.25	99.35	12,152.23
---------------	------------	-----------	-----------	------------	-------	-----------



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: May 17, 2019

To: City Council

From: Glenn T Neal, Chief of Police

RE: Full-time School Resource Officer position

It is my firm belief that the City and the Blue Ridge School District should have the School Resource Officer (SRO) position full-time. As you know, there have been multiple recent active shooter incidents, occurring in schools of all sizes and varied locations. The presence of an SRO has certainly saved lives in several instances, including one just last year in Dixon, Illinois. Most recently, the STEM school shooting in Colorado has raised public controversy after the sworn School Resource Officer was not retained for the current school year.

A recent study (<https://nasro.org/frequently-asked-questions/>) has concluded that for every dollar invested in a SRO program, a minimum of \$11.13 of social and economic value was gained. Our SRO, Lara Davis, has been proactive in facilitating various types of training to students and staff at all three Blue Ridge Schools. She has certainly been an asset to our community, and it is my hope that her work may be further expanded, and her presence increased, by upgrading her to full-time status.

The City Council approved the cost of a full time SRO with the adoption of the FY 20 budget of \$25,007 (181 FT days for school year) and a school contribution of a minimum of \$11,000 or 60%. Although the Blue Ridge School Board has yet to approve their additional contributions as noted above, Superintendent Wilson concurs and has reported that the Board is, informally, in approval.

Ofc. Davis has already attended the full-time police academy and will not require the 80-hour upgrade course. During the Summer breaks, she has also agreed to float on the schedule as needed to cover vacations and other time-off. Additionally, she will work Saturday evenings during the Summer season to allow us double coverage without employing a part-time officer.

It is my recommendation that Officer Davis be promoted to full-time status effective August 22, 2019.

RESOLUTION 2019-32

RESOLUTION ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN BLUE RIDGE SCHOOL DISTRICT AND THE CITY OF FARMER CITY

WHEREAS, the Blue Ridge School District desires the City of Farmer City to provide police services to the District; and

WHEREAS, the City of Farmer City recognizes the positive effect a School Resource Officer can provide to the students and staff;

WHEREAS, the City of Farmer City wishes to cooperate and share in the cost to provide such police services to the Blue Ridge School District;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Farmer City and the Blue Ridge School District enter into this agreement with the City for such services as stated:

1. The City of Farmer City will provide a school resource officer throughout the school year full time during school hours;
2. The School District shall cover half of the cost of the salary for the School Resource Officer;
3. The agreement shall renew automatically every year unless it terminates by agreement of the parties.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 20th DAY OF MAY 2019

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, made and entered into this ____ day of _____, 2019, by and between the Board of Education of Blue Ridge Community Unit School District No. 18 (hereinafter “School District”) and the City Council of the City of Farmer City, Illinois (hereinafter “City”);

WITNESSETH:

WHEREAS, the School District is an Illinois public school district organized and existing pursuant to and subject to the provisions of the Illinois School Code, 105 ILCS 5/1-1, *et seq.*; and

WHEREAS, the City has a full-time police department to provide for the protection and safety of the citizens of the City (hereinafter “Police Department”); and

WHEREAS, the School District desires to enter into a contract with the City for the services of a School Resource Officer (“SRO”) from the City’s Police Department to provide for the safety and protection of the students, employees and others at the School District; and

WHEREAS, the City, by and through its Police Department, is willing and able to provide such SRO services to the School District; and

WHEREAS, the parties have reached mutually acceptable terms for the provision of SRO services and wish to memorialize the same herein; and

WHEREAS, the School District and the City are authorized to enter into intergovernmental agreements pursuant to Article VII, §10 of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Intergovernmental Agreement are full, true and correct and do incorporate them into this Intergovernmental Agreement by this reference.

2. **Services Provided by City.** Subject to approval by the School District, the City shall assign one (1) Farmer City police officer as a SRO to perform duties as determined and requested by the School District pursuant to this Agreement, including but not limited to:

- Develop expertise in presenting various subjects (particularly in meeting federal and state mandates in drug abuse prevention education) and provide presentations at the request of School District personnel in accordance with the established curriculum;
- Become generally aware of Board of Education policies affecting students and employees, and consult with and coordinate SRO activities through the School District administration;
- Encourage and facilitate individual and small group discussions about law enforcement related matters with students, faculty, and parents;
- Attend meetings to solicit parent and faculty support and understanding of the SRO program and to promote awareness of law enforcement functions;
- Be familiar with community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate;
- Collaborate with the School District administration to develop and implement plans and strategies to prevent and/or minimize dangerous situations on or near school property or involving students at school-related activities;

- Coordinate with School District administration and be responsible for law enforcement and security activities pertaining to School District facilities pursuant to this Agreement;
- Formulate and provide educational crime prevention programs to reduce potential crimes against persons and property in the various school buildings;
- Act as a resource to School District administrators in investigating violations related to the school community in DeWitt County;
- Serve as a positive role model to improve the image of law enforcement officers in the eyes of students and the community;
- Counsel students in special situations, such as being suspected of engaging in criminal misconduct, and answer questions that such students may have about criminal or juvenile law; and
- Provide written incident/activity documentation to the School District Superintendent in form, content and duration reasonably requested by the Superintendent.

3. Selection and Assignment.

- a. The parties acknowledge that the SRO shall be a certified police officer employed by the Farmer City Police Department with the training and certifications necessary to serve in such capacity, and that a single employee of the Police Department satisfying these criteria shall perform all of the SRO duties required by this Agreement. The SRO shall at all times relevant to this Agreement, remain an employee of the Farmer City Police Department and shall be subject to terms and conditions of employment established by the City. It is the express intent of the

parties that nothing contained herein shall be deemed to create an employer-employee relationship between the School District and the City or between the School District and the SRO, it being the express intent of the parties that the City and School District shall be contracting as independent parties. The SRO shall at all times remain under the principal supervision of the Police Chief (or his/her designee) of the Farmer City Police Department, and in the event of any conflict between the directions issued by the Police Chief and requests of any School District representatives, the directions issued by the Police Chief or his/her designee shall prevail. Only the City and the Farmer City Police Department may discipline the SRO.

- b. Notwithstanding the foregoing, both parties shall collaborate in the selection of the SRO, including replacements in the event of resignations, retirements, or other personnel changes, and both parties may terminate this Agreement in the event a particular SRO suitable to it cannot be jointly identified. In the event such collaborative efforts fail to result in the identification and selection of an SRO acceptable to both parties, this Agreement shall be deemed null and void and of no further force and effect. Either party may request the assignment of a different SRO for good cause, violations of applicable rules or regulations, or when otherwise in the best interests of the School District, its faculty, staff or students, or those of the City or the Police Department. Absent circumstances requiring immediate action, contemplated personnel transitions should be timed so as to be ready for approval in the month of March. In the event of a transition in which the successor is in need of the training and certifications necessary to serve as an SRO, such training should

ideally take place during the summer recess between academic years.

- c. In addition to compliance with the requirements set forth in Section 3.a., the SRO shall satisfy the following requirements and/or maintain the following certifications:
 - i. SRO Certification,
 - ii. Juvenile Police Officer (JPO) Certification (when available),
 - iii. Commitment, flexibility and ability to work in a school setting and on a school schedule,
 - iv. Ability to work effectively with children and teenagers, and
 - v. A minimum of 5 years of experience as a Certified Full-Time Police Officer shall be preferred.

4. Schedule, Working Hours, Employment Terms.

- a. The SRO shall be assigned by the City to the School District on days when school is in normal session, and the SRO shall regularly perform duties up to forty (40) hours per week, with the hours to be shared on a rotational basis at all three School District attendance centers (Blue Ridge High School, Blue Ridge Intermediate Junior High School and Schneider Elementary School), or as otherwise determined by School District administration based on need. The schedule and hours of work shall be mutually agreed upon between the School District administration and the SRO. In the event the School District's administration requests the SRO's attendance at extracurricular activities or events occurring beyond the regular daily schedule and the SRO consents to attendance at a particular extracurricular event, it is the parties' understanding that the time spent by the SRO to attend the

extracurricular event may be deducted from the SRO's regular daily schedules for the week in question, unless the parties mutually agree to extend the number of hours of service by the SRO for that week.

- b. Notwithstanding the foregoing, the parties recognize that a portion of the SRO's duties under such assignment may necessarily be required to be performed at locations other than the properties of the School District, such as the police department, juvenile detention center, county jail, courthouse and the community of which the School District is a part. The School District agrees that the SRO, as part of the duties of such assignment, may from time to time attend local and area meetings with other school resource officers, juvenile officers, probation officers, and other such juvenile justice personnel. Furthermore, the School District agrees that the SRO, as part of the duties of assignment of the SRO, may from time to time attend law enforcement training, conferences relevant to school safety and security, juvenile justice, intervention, substance abuse prevention and/or the duties of officers assigned to schools as resource or liaison officers. The City and Police Department agree to assume responsibility for all fees and expenses of such training or conferences, with the exceptions of any School District sponsored training or conferences that the School District may determine appropriate for the SRO to attend. The City and the Police Department agree that any absences by the SRO to attend training not related to matters of school safety and security, juvenile justice, intervention, substance abuse prevention, or the duties of officers assigned to schools will not be considered time spent under this Agreement or subject to reimbursement by the School District to the City hereunder.

- c. The SRO shall at all times remain solely an employee of the City and shall not be deemed an employee of the School District. The City shall be responsible for the compensation (including any overtime payments) of the SRO and all benefits, pension contributions, and other terms and conditions of employment. The SRO shall at all times remain part of the Farmer City Police Department and subject to the Police Department's chain of command, rules, regulations, policies, and operating procedures.
- d. In the event of illness requiring sick leave, the SRO will notify both the School District and Police Department as early as possible. The parties agree that occasional sick days are to be expected and shall not be deemed a breach of this Agreement; however, the School District shall only pay the City for hours actually worked by the SRO as described herein. In the event of injury sustained by the SRO in the course of performing SRO duties under this Agreement, both parties shall be notified.
- e. The SRO shall not schedule personal vacation during the regular school attendance term without prior approval of the School District Superintendent.

5. **Official Duties, School Records, Non-Disclosure.** The City and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) ("FERPA") and the Illinois School Student Records Act (105 ILCS 10 et. seq.) ("ISSRA") impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the School District. This Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the School District by the

Police Department. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and the Police Department shall not violate nor direct the SRO to violate ISSRA, FERPA or Board of Education rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies and operating procedures of the City and the Police Department, the SRO, City and the Police Department shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

6. Enforcement of Laws, Ordinances, Rules, and Regulations. The School District and the City acknowledge that all local, state and federal laws and ordinances are enforceable upon the property of the School District. In addition, the School District hereby requests the Farmer City Police enforce the rules and regulations of the School District pertaining to unauthorized visitors and unauthorized parking of vehicles upon School District property as well as those that relate to the safety and security of students, faculty, staff, and property. Notwithstanding the foregoing, the SRO shall not be authorized to discipline any student.

7. Indemnification. The City agrees to indemnify, defend and hold harmless the School District and any of its officers, employees or agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of the SRO or any breach

of the City's obligations under this Agreement. The School District agrees to indemnify, defend and hold harmless the City and any of its officers, employees and agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of any of its employees or any breach of the School District's obligations under this Agreement.

8. Office, Files, Telephone, Equipment, Vehicle. The School District agrees to provide an office to be used by the SRO, together with access to telephone, fax, internet, and other ordinary office needs, including locking file cabinets or drawers so as to meet the statutory requirements for securing juvenile records. Routine and extraordinary maintenance of such office shall be provided by personnel of the School District at such times as are acceptable to the School District and the Police Department. The School District further agrees to provide a computer and related information technology equipment as systems compatibility may allow. The Police Department and the City shall furnish the SRO with all police equipment, including vehicle.

9. Term of Agreement, Renewal, or Cancellation. The City and the Police Department agree to provide the services set forth in this Agreement beginning July 1, 2019 and continuing through the remainder of the 2019-2020 school year. After the 2019-2020 school year, this agreement will automatically renew yearly. This Agreement shall remain in effect, unless either party notifies the other in writing of its intention to terminate the terms of this Agreement no less than sixty (60) days prior to the end of the then current school year.

10. Compensation. The School District shall pay to the City as compensation hereunder an amount equal to 60 percent (3/5) of the hourly rate of the SRO's pay as a police officer employed in the Police Department for each hour in which services are provided hereunder. The SRO shall be responsible for tracking work hours while serving in this capacity and submitting

them to the Chief of Police and Superintendent of Schools, as needed. Should the SRO be directed to respond to a non-school related emergency or other situation for more than one quarter (1/4) hour, that time and any additional time in quarter-hour increments shall be deducted from the monthly invoice to the School District described herein. The City shall be solely responsible for the cost of SRO's benefits and obligations, including health insurance, retirement contributions, worker compensation, unemployment compensation and all other state and federal liabilities. The City shall be obligated to perfect any and all applicable withholdings. The City shall submit an invoice to the School District monthly, and the School District shall pay the amount due within five (5) days after the date of the Board of Education meeting at which the invoice is approved. The City shall notify the School District in advance of any increase in the hourly rate of pay of the SRO.

11. Voluntary Agreement. Each of the parties hereto has entered into this Agreement as its free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement and knows and fully understands the terms of this Agreement.

12. Whole Agreement. This Agreement constitutes the whole and entire agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

13. Successors. This Agreement shall inure to the benefit of and shall bind the Blue Ridge Community Unit School District No. 18 and its agents, representatives, officers, assigns and successors, and shall also bind the City of Farmer City, Illinois and its agents, representatives, officers, assigns and successors.

14. Duplicate Originals. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto

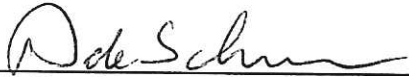
shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties have signed a single document.

15. Savings Clause. If any provision of this Agreement or any application of this Agreement to any entity, school district or employee is held to be contrary to law by a body of competent jurisdiction *and* pursuant to final Order or judgment, then such provision or application shall not be valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.


16. Start/End Date. It is agreed that this contract will begin on July 1, 2019 and will terminate upon written notification of either party.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on the date first written above.

**BOARD OF EDUCATION OF
BLUE RIDGE COMMUNITY UNIT
SCHOOL DISTRICT NO. 18**

By: 
Its President

ATTEST:


Its Secretary

CITY OF FARMER CITY, ILLINOIS

By: _____
Its Mayor

ATTEST:

Its Clerk



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: May 17, 2019

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Maple/Western and John St Projects

We received one bid for each project, from Cross Construction, who is currently working on the Water/Washington St. project.

The bid for Maple/Western is \$884,679.95 and the engineer's estimate was \$827,364.35. The bid for John St. came in at \$926,872.60 and the engineer's estimate was \$958,050.78, so I was pleased with how close everything came in.

After reviewing our needs for the I-74, Maple/Western and John St. projects, I have determined that we would only need to borrow \$3.7 million rather than \$4 million.

The chart on the following page breaks it down. For the entire project, you have the bid amount, contingency for issues that arise, and construction oversight engineering.

For the I-74 project, we will need about \$265,000 for a lift station that has not yet been ordered because we don't know what size we'll need. In addition, I have put \$200,000 for the water/sewer portion of the Maple and John St projects since they're both just over \$1 million each. And finally, I added \$300,000 to cover the cost of 50% of the tertiary filter work and \$100,000 to shore up the Sewer Fund. So, to be clear, \$200,000 of the I-74 \$1.6 million will be paid to Cross for some of the work on Maple/Western and John St. Those bonds will be paid back from the Water and Sewer fund. Maple/Western and John St. bonds will be paid back by TIF.

I recommend that we borrow \$3.7 million based on the following chart. The bonds would then be sold within 3-4 weeks and we could receive the money by the end of June, which will be in time based on construction schedules.

I-74 WATER SEWER PROJECT

702,506	Bid
142,000	Engineering
265,000	Lift station
70,251	10% contingency
180,000	Tertiary filter
220,000	Water/Sewer portion of Maple/John
100,000	Sewer fund balance - 25%
1,679,757	

\$1.7 million – Bond proceeds

MAPLE/WESTERN PROJECT

884,680	Bid
88,468	10% contingency
128,279	engineering
1,101,427	

\$1 million Bond proceeds

JOHN ST PROJECT

926,873	Bid
92,687	10% contingency
134,397	Engineering
1,153,957	Sub-total
(31,000)	School sidewalk contribution
1,122,957	

\$1 million Bond proceeds

RETURN WITH BID

NOTICE TO BIDDERS

County DeWitt
Local Public Agency City of Farmer City
Section Number Roadway Improvement
Route Maple St/Western Av

Sealed proposals for the improvement described below will be received at the office of City Clerk,
105 S. Main; Farmer City, IL 61842 until 10:00 AM on May 13, 2019

Sealed proposals will be opened and read publicly at the office of City Clerk
105 S. Main; Farmer City, IL 61842 at 10:00 AM on May 13, 2019

DESCRIPTION OF WORK

Name Maple Street Roadway Improvements Length: 1225.00 feet (0.232 miles)
Location Maple Street in Farmer City, IL
Proposed Improvement Consists of Flexible Pavement, PCC Sidewalk, Gutter (Special), Storm Sewer, Water Main
Replacement, Widening and Resurfacing and other Collateral Work to Complete the Project

1. Plans and proposal forms will be available in the office of Maurer-Stutz, Inc; Peoria Office
3116 N. Dries Lane, Suite 100 Peoria, IL 61604

2. [X] Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County DeWitt
Local Public Agency City of Farmer City
Section Number Roadway Improvement
Route Maple St/Western Av

1. Proposal of Cross Construction, Inc.
for the improvement of the above section by the construction of Flexible Pavement, PCC Sidewalk, Gutter (Special), Storm Sewer, Water Main Replacement, Widening and Resurfacing and other Collateral Work to Complete the Project

a total distance of 1225.00 feet, of which a distance of 1225.00 feet, (0.232 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Maurer-Stutz, Inc.; 3116 N. Dries Ln, Ste 100, Peoria and approved by the Department of Transportation on N/A
- 3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- 5. The undersigned agrees to complete the work within 60 working days or by _____ unless additional time is granted in accordance with the specifications.
- 6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City Treasurer of Farmer City
The amount of the check is 5 % of total project (bid bond).

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
- 8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
- 9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
- 12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID



SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County DeWitt
 Local Public Agency City of Farmer City
 Section Roadway Improvements
 Route Maple Street / Western Avenue

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
20100210	TREE REMOV OVER 15	UNIT	74	80.00	5,920.00
20800150	TRENCH BACKFILL	CU YD	41	65.00	2,665.00
21101615	TOPSOIL F & P 4	SQ YD	1238	7.00	8,666.00
25000100	SEEDING CL 1	ACRE	0.25	11,000.00	2,750.00
25000400	NITROGEN FERT NUTR	POUND	23	5.50	126.50
25000500	PHOSPHORUS FERT NUTR	POUND	23	5.50	126.50
25000600	POTASSIUM FERT NUTR	POUND	23	5.50	126.50
25100115	MULCH METHOD 2	ACRE	0.25	11,000.00	2,750.00
28000400	PERIMETER EROS BAR	FOOT	237	7.00	1,659.00
28000500	INLET & PIPE PROTECT	EACH	21	180.00	3,780.00
28000510	INLET FILTERS	EACH	15	200.00	3,000.00
35101400	AGG BASE CSE B	TON	1447	38.00	54,986.00
40600275	BIT MATLS PR CT	POUND	6352	.70	4,446.40
40600290	BIT MATLS TACK CT	POUND	2687	1.15	3,090.05
40600982	HMA SURF REM BUTT JT	SQ YD	50	30.00	1,500.00
40603080	HMA BC IL-19.0 N50	TON	395	128.00	50,560.00
40603310	HMA SC "C" N50	TON	338	143.00	48,334.00
42300200	PCC DRIVEWAY PAVT 6	SQ YD	351	70.00	24,570.00
42400100	PC CONC SIDEWALK 4	SQ FT	4200.0	11.00	46,200.00
42400800	DETECTABLE WARNINGS	SQ FT	67	30.00	2,010.00
44000100	PAVEMENT REM	SQ YD	2533	14.00	35,462.00
44000200	DRIVE PAVEMENT REM	SQ YD	55	25.00	1,375.00
44000500	COMB CURB GUTTER REM	FOOT	164	11.00	1,804.00
44000600	SIDEWALK REM	SQ FT	392	4.00	1,568.00
48102100	AGG WEDGE SHLD TYPE B	TON	12	115.00	1,380.00
550B0050	STORM SEW CL B 1 12	FOOT	52	100.00	5,200.00
550B0360	STORM SEW CL B 2 15	FOOT	70	105.00	7,350.00

RETURN WITH BID

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
55100500	STORM SEWER REM 12	FOOT	12	50.00	600.00
56109210	WATER VALVES ADJUST	EACH	1	550.00	550.00
60218400	MAN TA 4 DIA T1F CL	EACH	1	2,100.00	2,100.00
60255500	MAN ADJUST	EACH	7	1,100.00	7,700.00
60260100	INLETS ADJUST	EACH	1	850.00	850.00
60260400	INLETS ADJ NEW T1F CL	EACH	3	2,000.00	6,000.00
60263700	INL RECON NEW T9F&G	EACH	2	1,500.00	3,000.00
60500040	REMOV MANHOLES	EACH	1	600.00	600.00
60500060	REMOV INLETS	EACH	2	300.00	600.00
60605000	COMB CC&G TB6.24	FOOT	159	64.00	10,176.00
67000500	ENGR FIELD OFFICE B	CAL MO	6	2,200.00	13,200.00
67100100	MOBILIZATION	L SUM	1	48,452.00	48,452.00
B2006014	T-SYRING PEK TF 1-3/4	EACH	4	550.00	2,200.00
K0026830	SHRUB REMOVAL	EACH	6	110.00	660.00
X0322917	PRO SS CONN TO EX MAN	EACH	3	2,100.00	6,300.00
X2200020	FENCE REM & REINSTALL	FOOT	125	45.00	5,625.00
X4240420	PC CONC SIDEWALK 4 SP	SQ FT	220.5	32.00	7,056.00
X6020076	INLETS SPL W/SPL F&G	EACH	7	1,800.00	12,600.00
X6026108	INL RECON NEW F&G SPL	EACH	1	1,700.00	1,700.00
X6026632	VALVE BOX REMOVED	EACH	1	250.00	250.00
X6062400	CONC GUTTER SPL	FOOT	2556	34.00	86,904.00
X7010216	TRAF CONT & PROT SPL	L SUM	1	21,000.00	21,000.00
XX006520	AGGREGATE DRIVEWAY 6"	SQ YD	268	25.00	6,700.00
XX007379	CLEANOUT REMOVED	EACH	1	250.00	250.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	17,000.00	17,000.00
Z0022800	FENCE REMOVAL	FOOT	25	20.00	500.00
Z0056648	SS 1 WAT MN 12	FOOT	12	120.00	1,440.00
Z0056650	SS 1 WAT MN 15	FOOT	220	105.00	23,100.00
	PR MH CON TO EX SS	EACH	3	1,100.00	3,300.00
	INLETS DBL SPL W/ SPL F&G	EACH	2	2,600.00	5,200.00
	BASE CSE WIDENING 10.5" SPL	SQ YD	139	100.00	13,900.00
	6 SDR 21 PR PVC WM I F B H IB	FOOT	1906	48.00	91,488.00
	6 GATE VALVE W VALVE BOX	EACH	6	2,700.00	16,200.00
	8 X 6 TAP S W 6 TAP V & VB	EACH	1	3,200.00	3,200.00
	6 X 6 TAP S W 6 TAP V & VB	EACH	1	3,200.00	3,200.00
	4 X 4 TAP S W 6 TAP V & VB	EACH	1	2,900.00	2,900.00
	4 LINE STOP & CAP MAIN	EACH	2	4,300.00	8,600.00
	6 LINE STOP & CAP MAIN	EACH	1	4,400.00	4,400.00
	FIRE HYDRANT W/ 6 GATE V	EACH	4	4,800.00	19,200.00
	WATER MAIN CASING	FOOT	127	60.00	7,620.00
	1 CORPORATION STOP	EACH	25	650.00	16,250.00
	1 CURB STOP W BOX	EACH	25	800.00	20,000.00
	1 SDR 9 PE WATER SERV LINE	FOOT	623	39.00	24,297.00
	SELECT GRAN BACKFILL	CU YD	305	60.00	18,300.00
	WM PRESSURE TESTING	FOOT	1906	6.00	11,436.00
	WM DISINFECTION	FOOT	1906	3.50	6,671.00

TOTAL Bid # 884,679.95

RETURN WITH BID

NOTICE TO BIDDERS

County DeWitt
Local Public Agency City of Farmer City
Section Number Roadway Improvement
Route John Street

Sealed proposals for the improvement described below will be received at the office of City Clerk,
105 S. Main; Farmer City, IL 61842 until 10:30 AM on May 13, 2019
Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
105 S. Main; Farmer City, IL 61842 at 10:30 AM on May 13, 2019
Address Time Date

DESCRIPTION OF WORK

Name John Street Roadway Improvements Length: 1289.14 feet (0.24 miles)
Location John Street in Farmer City, IL
Proposed Improvement Consists of Rigid & Flexible Pavement, PCC Sidewalk, Combination Curb and Gutter, Storm
Sewer, Parking Improvements, Striping and other Collateral Work to Complete the Project

1. Plans and proposal forms will be available in the office of Maurer-Stutz, Inc; Peoria Office
3116 N. Dries Lane, Suite 100 Peoria, IL 61604
Address

[X] Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

- 3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
a. BLR 12200: Local Public Agency Formal Contract Proposal
b. BLR 12200a Schedule of Prices
c. BLR 12230: Proposal Bid Bond (if applicable)
d. BLR 12325: Apprenticeship or Training Program Certification (do not use for federally funded projects)
e. BLR 12326: Affidavit of Illinois Business Office
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

RETURN WITH BID

PROPOSAL

County DeWitt
Local Public Agency City of Farmer City
Section Number Roadway Improvement
Route John Street

1. Proposal of Cross Construction, Inc.

for the improvement of the above section by the construction of Rigid & Flexible Pavement, PCC Sidewalk, Combination Curb and Gutter, Storm Sewer, Parking Improvements, Striping and other Collateral Work to Complete the Project

a total distance of 1289.14 feet, of which a distance of 1289.14 feet, (0.24 miles) are to be improved.

- 2. The plans for the proposed work are those prepared by Maurer-Stutz, Inc.; 3116 N. Dries Ln, Ste 100, Peoria and approved by the Department of Transportation on N/A
- 3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- 4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- 5. The undersigned agrees to complete the work within _____ working days or by 8/19/2019 plus 15 W.D. unless additional time is granted in accordance with the specifications.
- 6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:

City Treasurer of Farmer City
The amount of the ~~check~~ bid bond is 5% of total bid (_____).

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for: Section Number _____.
- 8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
- 9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
- 12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

RETURN WITH BID



**Illinois Department
of Transportation**

SCHEDULE OF PRICES

A bid will be declared unacceptable if neither a unit price nor total price is shown.

County DeWitt
 Local Public Agency City of Farmer City
 Section Roadway Improvements
 Route John Street

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
20800150	TRENCH BACKFILL	CU YD	60.5	52.00	3,146.00
21101615	TOPSOIL F & P 4	SQ YD	2181	5.00	10,905.00
21400100	GRADING & SHAP DITCH	FOOT	263	25.00	6,575.00
25000110	SEEDING CL 1A	ACRE	0.50	4,000.00	2,000.00
25000400	NITROGEN FERT NUTR	POUND	45	1.30	58.50
25000500	PHOSPHORUS FERT NUTR	POUND	45	1.30	58.50
25000600	POTASSIUM FERT NUTR	POUND	45	1.30	58.50
25100115	MULCH METHOD 2	ACRE	0.50	2,900.00	1,450.00
28000250	TEMP EROS CONTR SEED	POUND	1000	2.00	2,000.00
28000400	PERIMETER EROS BAR	FOOT	367	7.00	2,569.00
28000500	INLET & PIPE PROTECT	EACH	7	180.00	1,260.00
28000510	INLET FILTERS	EACH	4	200.00	800.00
28100105	STONE RIPRAP CL A3	SQ YD	13	200.00	2,600.00
35101400	AGG BASE CSE B	TON	2241	42.00	94,122.00
40600275	BIT MATLS PR CT	POUND	9288	.70	6,501.60
40600290	BIT MATLS TACK CT	POUND	1724	1.50	2,586.00
40600982	HMA SURF REM BUTT JT	SQ YD	331	22.00	7,282.00
40603080	HMA BC IL-19.0 N50	TON	809	130.00	105,170.00
40603310	HMA SC "C" N50	TON	500	155.00	77,500.00
42000206	PCC PVT 7 1/4 JOINTD	SQ YD	922	88.00	81,136.00
42300200	PCC DRIVEWAY PAVT 6	SQ YD	140	75.00	10,500.00
42400100	PC CONC SIDEWALK 4	SQ FT	9703	8.00	77,624.00
42400800	DETECTABLE WARNINGS	SQ FT	203	35.00	7,105.00
44000100	PAVEMENT REM	SQ YD	4963	8.00	39,704.00
44000200	DRIVE PAVEMENT REM	SQ YD	77	27.00	2,079.00
44000500	COMB CURB GUTTER REM	FOOT	220	12.00	2,640.00
44000600	SIDEWALK REM	SQ FT	6187	2.50	15,467.50

RESOLUTION NO 2019-33

RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH CITY MANAGER

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

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

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

WHEREAS, the Mayor has appointed Susan K. McLaughlin to serve as Municipal Manager and entered into an Employment Agreement with her; and

WHEREAS, it is in the best interest of the health, safety and welfare of the citizens of Farmer City to enter into said Employment Agreement with Susan K. McLaughlin;

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS _____ DAY OF _____, 2019.

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

ATTEST:

Scott Testory, Mayor

Angie Wanserski, City Clerk