

**REGULAR CITY COUNCIL MEETING  
FARMER CITY, ILLINOIS  
MONDAY, JULY 15, 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 –

**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 July 01, 2019 council minutes
- B. Fund Warrant List

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

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

- A. **Resolution 2019-35** - 2020 Heritage Days donation of \$ \_\_\_\_\_ from the Hotel/Motel account
- B. Discussion regarding parking in ROW's
- C. Pay request #2 for wastewater treatment plant disinfection to GA Rich & Sons in the amount of \$1255.80
- D. Pay request #3 for wastewater treatment plant disinfection to GA Rich & Sons in the amount of \$12291.76
- E. Discussion regarding garbage ordinance and contract

**SECTION IV:     EXECUTIVE SESSION**

5 ILCS 120/2(c) 5: The purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired

5 ILCS 120/2(c)6: The setting of a price for sale or lease of property owned by the public body.

**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  
JULY 01, 2019 6 p.m.**

**Roll call**

Present: Councilmembers Willard McKinley, acting mayor Scott Kelley, Benjamin Burden, Shelley Friedrich.  
Also, in attendance: City Manager Sue McLaughlin, City Attorney Amanda Riess, City Clerk Angie Wanserski  
Absent: Mayor Scott Testory

**Pledge of allegiance to the flag**

**Proclamations/presentations**

**Public Comment**

**SECTION I:**

**CONSENT AGENDA**

- A. Approval of the minutes of the June 17, 2019 council meeting
- B. Fund Warrant List

**MOTION** by McKinley to approve consent agenda. Seconded by Friedrich. Approved unanimously. Motion carried.

**SECTION II:**

**UNFINISHED BUSINESS** Ordinances or resolutions previously tabled

- 1. **Ordinance 2019-1034 An Ordinance Authorizing the City Council to Amend an Agreement with Area Disposal for Residential Refuse and Recycling Services.**

**MOTION** by McKinley to bring to table Ordinance 2019-1034 an Ordinance Authorizing the City Council to Amend an Agreement with Area Disposal for Residential Refuse and Recycling Services. Seconded by Friedrich. Voted unanimously. Motion carried.

CM McLaughlin introduced Eric Shangraw, the government representative from Area Disposal. He wanted to be available for any questions or concerns on the service since it's been about 15 months. He also said the recycling participation is higher than other rural communities – about 42%. Councilman McKinley commented on the cleanliness of the town since the enforcing of refuse services. Councilman Burden said he was not in favor of the change but likes the service now.

**MOTION** by McKinley to approve Ordinance 2019-1034 an Ordinance Authorizing the City Council to Amend an Agreement with Area Disposal for Residential Refuse and Recycling Services. Seconded by Friedrich. Voted unanimously. Motion carried

**SECTION III:** **NEW BUSINESS** – Ordinances and resolutions for initial consideration  
1. **Approval of payout #2 to Cross Construction for Water/Washington project in the amount of \$95,422.22**  
CM McLaughlin stated that Cross Construction will start paving the road on July 3<sup>rd</sup>. This process should take approximately 2 days. She also mentioned that Cross Construction has been phenomenal with communication with residents and the city.  
**MOTION** by McKinley for approval of payout #2 to Cross Construction for Water/Washington project in the amount of \$95,422.22. Seconded by Friedrich. Voted unanimously. Motion carried.

**SECTION IV:** **EXECUTIVE SESSION** – None presented

**SECTION IV:** **OTHER ITEMS**

1. **City manager report**  
CM McLaughlin presented a cross section of pipe cut out from Plum street with 1-inch layer of rust which is a contributing factor to the discolored water in town. She mentioned the importance of setting goals to replace sections of water main every year. McLaughlin also gave a quick rundown on the progression of current projects: paving on Water/Washington is beginning, water main replacement on Maple to start soon, a V-curb gutter was poured on Brookview Drive, and the I74 project is continuing with boring beginning under the creek for water.
2. **Non-agenda items and other business.**  
Councilman McKinley stated that he would like the funds left to the city by Eugene Pointer to be given to the library. McKinley also brought up the fishing ponds being used by residents. He would like to see bushes cut and a dock installed.

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

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Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
<b>100</b>		
Z MOWING YEAR WORK & MOR	446.66	CLEAN FRONT CH
Civic Sytems LLC	4,207.00	ADM - COMPUTER SOFTWARE SUPPORT
PRESTO X PEST CONTROL	43.00	ADM - PEST CONTROL
SPRINT	23.62	ADM - TELEPHONE
FRONTIER	254.29	ADM PHONE
MIDWEST MAILING AND SHIPPI	198.00	ADM CONTRACT MAILING EQUIP
WATTS COPY SYSTEMS INC	199.87	ADM COPIER
Absopure Water Co	40.25	ADM - DRINKING WATER
CARDMEMBER SERVICES	950.49	POOL SUPPLIES
SPRINT	176.71	POL TELEPHONE
FRONTIER	550.49	POLICE PHONE
Walker Tire Service	26.00	TIRE REPAIR MOWERS
LEHIGH HANSON	406.57	CA19 CHIPS
MAURER-STUTZ	2,169.00	JOHN ST SRTS PHASE 1/11
FUNDI LAWN CARE	1,200.00	CEMETERY MOWING
FUNDI LAWN CARE	120.00	STREET MOWING
SPRINT	134.66	ST - TELEPHONE
FRONTIER	75.98	STREET INTERNET
FUNDI LAWN CARE	1,880.00	MOWING PARK & REC
Spear Corporation	848.87	POOL PUMP
Spear Corporation	217.00	POOL SUPPLIES
Spear Corporation	475.00	REPAIR PULSAR FEEDER
FRONTIER	199.02	POOL PHONE & WIFI
Spear Corporation	142.82	22" VAC HEAD
CARDMEMBER SERVICES	660.36	POOL CONCESSION
Total 100:	15,645.66	
<b>170</b>		
FEHR GRAHAM	882.00	POOL RENOVATIONS
MAURER-STUTZ	13,411.25	I-74 W/S EXTENSION
Total 170:	14,293.25	
<b>240</b>		
Reynolds Excavating	9,156.00	BROKEN SEWER JOHN ST
MAURER-STUTZ	328.75	JOHN STREET IMPROVEMENTS
MAURER-STUTZ	3,318.25	JOHN STREET IMPROVEMENTS
Total 240:	12,803.00	
<b>270</b>		
MAURER-STUTZ	13,678.25	FC WATER ST CONSTRUCTION
FUNDI LAWN CARE	600.00	TIF MOWING
MAURER-STUTZ	646.75	MAPLE ST ROADWAY IMPROVEMENTS
Total 270:	14,925.00	
<b>290</b>		
ILLINOIS PORTABLE TOILETS	145.00	POTTY HOUSE FOR YOUR DEWITT
Total 290:	145.00	
<b>510</b>		
NICOR Gas	36.08	WATER GAS
IMCO UTILITY SUPPLY CO	48.40	WATER SUPPLIES
IMCO UTILITY SUPPLY CO	260.00	WATER SUPPLIES

Vendor Name	Net Invoice Amount	
IMCO UTILITY SUPPLY CO	540.60	WATER SUPPLIES
FLOREY, CALVIN	100.00	BOOT ALLOWANCE
Total 510:	985.08	
<b>520</b>		
Baum Chevy Buick	252.98	REPAIR SEWER TRK
PDC Laboratories Inc.	1.00	SEW-TESTING
PDC Laboratories Inc.	632.40	SEW-OTHER PROFESSIONAL SERVICES-TESTING
PDC Laboratories Inc.	176.60	SEW-OTHER PROFESSIONAL SERVICES-TESTING
IEPA DIVISION OF AIR POLLUTI	3,500.00	ELEC - ANNUAL NPDES FEE
FUNDI LAWN CARE	1,560.00	MOWING SEWER
Darnall Concrete Products	322.00	SEWER SUPPLIES RISER RING
Total 520:	6,444.98	
<b>530</b>		
NAPA	26.03	ELEC AUTO SUPPLIES
NAPA	22.54	ELEC AUTO SUPPLIES
Office Machine Repair	10.00	ELE - COPY MACHINE RENTAL
SPRINT	97.93	ELE - TELEPHONE
FRONTIER	160.52	ELEC PHONE
ASSOCIATION OF ILLINOIS ELE	500.00	TRAINING FLANNELL
NICOR Gas	668.83	ELE - UTILITIES WAREHOUSE
IMEA	114,948.94	ELEC GENERATION
NICOR Gas	688.29	ELE-NATURAL GAS (GENERATION)
McMaster-Carr	67.41	ELEC SUPPLIES
Menards	264.35	ELEC SUPPLIES
NEVER NEATER INC	1,800.00	PAINT LOWER CONCRETE
Soloman Corporation	6,925.00	ELEC 3 PHASE PADMOUNT SINGLE POLE MOUNT
Total 530:	126,179.84	
Grand Totals:	191,421.81	

**RESOLUTION 2019-35**

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
HOTEL/MOTEL ACCOUNT**

**WHEREAS**, the purpose of expenditures from the municipal hotel/motel tax, levied and collected by the City of Farmer City under Ordinance 771, is “to promote tourism and conventions within the city, and otherwise attract nonresident, overnight visitors to the City and;

**WHEREAS**, the City of Farmer City had received a request from the Heritage Days committee for a grant to help defray the costs of the event; and

**WHEREAS**, the City of Farmer City recommends that the city council approves a grant of \$\_\_\_\_\_ for this purpose; 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 award a grant of \$\_\_\_\_\_ from the proceeds of the municipal hotel-motel tax to the Farmer City Heritage Days Committee to help defray the costs of putting on the annual Farmer City Heritage Days and

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 15th DAY OF JULY 2019.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_ ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Scott Testory, Mayor

\_\_\_\_\_  
Angie Wanserski, City Clerk

# 2020 Farmer City Heritage Days Event Budget

EXPENSES	Estimated	Actual
<b>Music/Main St</b>		
Friday Night		
Saturday Night		
Saturday Afternoon		
Overall	\$35,000.00	
<b>Total</b>	<b>\$35,000.00</b>	<b>\$0.00</b>

INCOME	Estimated	Actual
<b>SPONSORS</b>		
City of FC	10000	
Clark Foundation	10000	
Small Sponsors	17000	
T-shirts Sponsors	2000	
misc.		
<b>Total Sponsors</b>	<b>39000</b>	<b>0</b>

Individual Event	Estimate	Actual
Car Show	\$500.00	
Community Nigh	\$300.00	
Scavenger Hunt	\$100.00	
<b>Total</b>	<b>\$900.00</b>	<b>\$0.00</b>

EVENT INCOME	Estimated	Actual
Vendors	2000	
Car Show	500	
Bags		
Carnival	2500	
Beer Garden	10000	
Armbands	3000	
Tito's booth/wat	1500	
ice	250	
VIP	2000	
raffle		
T-shirt Sales	200	
<b>Total Event Inc</b>	<b>21950</b>	<b>0</b>

Kids Zone	Estimate	Actual
General	\$500.00	
Tot-Rod	\$485.00	
Bubble	\$250.00	
Facepainting	\$500.00	
haunted F	\$200.00	

<b>TOTAL HD EVEI</b>	<b>60950</b>	<b>0</b>
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<b>Total</b>	<b>\$1,935.00</b>	<b>\$0.00</b>
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<b>Supporting Expenses</b>		<b>Actual</b>
Trash	\$400.00	
Toilets	\$3,000.00	
Printing		
Event ts	\$600.00	
Banners	\$500.00	
Event Staff Ts (pi	\$200.00	
General security	\$500.00	
Green Room	\$500.00	
Beer & Truck Exp	\$7,000.00	
Radio	\$400.00	
Ice	\$500.00	
tickets & armbar	\$300.00	
<b>Total</b>	<b>\$13,900.00</b>	<b>\$0.00</b>

<b>Insurance</b>	<b>Estimate</b>	<b>Actual</b>
General	\$3,000.00	
Liability		
Rain Out		
dram & bond		
<b>Total</b>	<b>\$3,000.00</b>	<b>\$0.00</b>

<b>Advertising</b>	<b>Estimate</b>	<b>Actual</b>
General	\$1,000.00	



<b>Total</b>	\$1,000.00	\$0.00
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Misc.	Estimate	Actual
General	\$900.00	
State liq	\$25.00	
City Liquour	\$50.00	
<b>Total</b>	\$975.00	\$0.00

<b>Total Expenses</b>	\$56,710.00	\$0.00
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# 2019 Farmer City Heritage Days Event Budget

EXPENSES	Estimated	Actual
<b>Music/Main Stage</b>		
Friday Night		
Saturday Night		
Saturday Afternoon		
Overall	\$30,000.00	\$35,000.00
<b>Total</b>	<b>\$30,000.00</b>	<b>\$35,000.00</b>

Individual Event	Estimate	Actual
Car Show	\$800.00	\$498.31
Community Nigh	\$700.00	\$300.00
Sunday		\$300.00
Scavenger Hunt		\$100.00
<b>Total</b>	<b>\$1,500.00</b>	<b>\$1,198.31</b>

Kids Zone	Estimate	Actual
General	\$2,000.00	
Tot-Rod		\$485.00
Bubble		\$250.00
Facepainting		\$500.00
haunted F		\$200.00
<b>Total</b>	<b>\$2,000.00</b>	<b>\$1,435.00</b>

INCOME	Estimated	Actual
<b>SPONSORS</b>		
City of FC	10000	7500
Clark Foundation	10000	10000
Small Sponsors	15000	15949
T-shirts Sponsors	500	1550
misc.		
<b>Total Sponsors</b>	<b>35500</b>	<b>34999</b>

EVENT INCOME	Estimated	Actual
Vendors	1500	2060
Car Show	500	795
Bags		na
Carnival	2500	2402.73
Beer Garden	7500	10235.15
Armbands	3000	4465
Tito's booth/water		1585.96
ice		265
misc.		871
VIP	2000	2105
raffle		na
T-shirt Sales	200	184
<b>Total Event Inc</b>	<b>17200</b>	<b>24968.84</b>

<b>TOTAL HD EVE</b>	<b>52700</b>	<b>59967.84</b>
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Inkind donations

1300.93

Supporting Exp	Estimate	Actual
Trash	\$400.00	\$400.00
Toilets	\$3,000.00	\$2,075.00
Printing	\$1,000.00	
Event ts		\$579.06
Banners		\$500.00
Event Staff Ts (pink)		\$189.66
General security Ts		\$500.00
Green Room	\$500.00	\$166.97
Buy-out POM/Green Room		\$80.00
Water		\$116.23
Titos		\$32.51
Beer & Truck Exp	\$6,500.00	\$8,109.26
Radio	\$240.00	\$345.00
Ice	\$500.00	\$435.00
tickets & armbar	\$100.00	\$257.60
<b>Total</b>	<b>\$12,240.00</b>	<b>\$13,786.29</b>

Insurance	Estimate	Actual
General	\$2,000.00	
Liability		\$885.00
Rain Out		\$1,200.00
dram & bond		\$885.00
<b>Total</b>	<b>\$2,000.00</b>	<b>\$2,970.00</b>

Advertising	Estimate	Actual
General	\$1,500.00	\$325.00
<b>Total</b>	<b>\$1,500.00</b>	<b>\$325.00</b>

Misc.	Estimate	Actual
General	\$1,000.00	
State liq		\$25.00
City Liquour		\$50.00
Ground buyout		\$100.00
hotel rooms		\$100.00
General Supplies		\$63.39
<b>Total</b>	<b>\$1,000.00</b>	<b>\$338.39</b>

<b>Total Expenses</b>	<b>\$50,240.00</b>	<b>\$53,617.99</b>
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## CITY OF FARMER CITY, ILLINOIS

105 South Main Street  
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

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### MEMO

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Date: July 15, 2019

To: City Council

From: Sue McLaughlin, ICMA-CM  
City Manager

RE: ROW parking

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Did you know that, according to history, right of way easements existed to protect the free flow of water, utility placement and allow for travel between properties (roads). The City adopted a Right of Way ordinance to address construction of utility facilities in the ROW. However, the Purpose and Scope of this ordinance states that regulating the ROW “will provide public benefit consistent with the preservation of the integrity, safe usage and visual qualities of the city rights of way and the city as a whole.”

Over the years, throughout Farmer City, residents have been filling in the public ROW with gravel and even pavement, in front of their homes for parking. However, this has created many issues with drainage and street erosion. In attached picture #1, you can see how the water is unable to drain away due to the paving-in of the ROW, which has created a “bowl” between the edge of pavement and the ROW. Picture #2 is further down that street where the ROW and end of driveway has been filled in. In Picture #3, a black dashed line indicates where the curb might be located. If we allow that gravel area to remain, is there a purpose for a curb and how would it drain over time?

With the new construction on Water St and the advent of new pavement on Maple, Western and John, an issue has come up as to whether to allow ROW to continue to be used for off-street parking where new curb and/or sidewalk has been poured. In Picture #4, we see the north side of the newly reconstructed West Water St. It also illustrates how the ROW has been filled in with dirt and will be graded and seeded in the fall. In Picture #5, you see the south side of the newly reconstructed West Water Street where it has yet to be completed because the residents want to leave it gravel and even perhaps pave over it. You can also see in this picture that the curb/gutter edge is not level with the gravel, which will happen over time even if the gravel is refilled. Vehicles will travel over this curb on a daily basis and eventually break off the new gutter. Picture

#6 is a second look at the graveled area.

Picture #7, 8 and 9 are of the east side of Maple Street as of today prior to reconstruction. These areas will be east of the new curb. They are indicated on the construction plans to be filled back in with dirt and grass when the construction is done. In addition, I will be bringing you a proposal to prohibit parking on the west side of Maple Street due to the location of the new sidewalk, which will not withstand vehicles parking on it.

Many streets in the City are narrow and may restrict or even possibly prohibit on-street parking. However, as we start to reconstruct roads, it may be advisable to begin prohibiting off-street parking or filling in of ROW for such purpose where new curb or sidewalk has been installed. In areas such as Water St, it may also serve as traffic calming since one-side parking may narrow the passageway.

I'm bringing this forth for discussion so that we do not waste money either installing curb that will be destroyed or in order that we will design road reconstruction's differently to address the policy.

## CHAPTER 95: CONSTRUCTION OF UTILITY FACILITIES IN THE PUBLIC RIGHTS-OF-WAY

Section	
95.01	Purpose and scope
95.02	Definitions
95.03	Annual registration required
95.04	Permit required; applications and fees
95.05	Action on permit applications
95.06	Effect of permit
95.07	Revised permit drawings
95.08	Insurance
95.09	Indemnification
95.10	Security
95.11	Permit suspension and revocation
95.12	Change of ownership or owner's identity or legal status
95.13	General construction standards
95.14	Traffic control
95.15	Location of facilities
95.16	Construction methods and materials
95.17	Vegetation control
95.18	Removal, relocation, or modification of utility facilities
95.19	Cleanup and restoration
95.20	Maintenance and emergency maintenance
95.21	Variances
95.22	Enforcement
95.99	Penalty

### § 95.01 PURPOSE AND SCOPE.

(A) *Purpose.* The purpose of this chapter is to establish policies and procedures for constructing facilities on rights-of-way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights-of-way and the city as a whole.

(B) *Facilities subject to this chapter.* This chapter applies to all facilities on, over, above, along, upon, under, across, or within the public rights-of-way within the jurisdiction of the city. A facility lawfully established before November 1, 2001 may continue to be maintained, repaired and operated by the utility as presently constructed and

located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

(C) *Franchises, licenses, or similar agreements.* The city, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the city rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the city enter into such an agreement. In such an agreement, the city may provide for terms and conditions inconsistent with this chapter.

(D) *Effect of franchises, licenses, or similar agreements.*

(1) Utilities other than telecommunications providers. When a utility other than a telecommunications provider has a franchise, license or similar agreement with the city, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(2) Telecommunications providers. If there is any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the city and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(E) *Conflicts with other chapters.* This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict is less stringent in the conflicting chapter.

(F) *Conflicts with state and federal laws.* If applicable federal or state laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating federal or state laws or regulations.

(G) *Sound engineering judgment.* The city shall use sound engineering judgment when administering



this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the city so determines. Nothing herein shall be construed to limit the ability of the city to regulate its rights-of-way for the protection of the public health, safety and welfare.  
(Ord. 761, passed 10-15-01)

§ 95.02 DEFINITIONS.

As used in this chapter and unless the context clearly requires otherwise, the words and terms listed shall have the meanings ascribed to them in this section. Any term not defined in this section shall have the meaning ascribed to it in 92 Ill. Adm. Code § 530.30, unless the context clearly requires otherwise.

**AASHTO.** American Association of State Highway and Transportation Officials.

**ANSI.** American National Standards Institute.

**APPLICANT.** A person applying for a permit under this chapter.

**ASTM.** American Society for Testing and Materials.

**BACKFILL.** The methods or materials for replacing excavated material in a trench or pit.

**BORE or BORING.** To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

**CARRIER PIPE.** The pipe enclosing the liquid, gas or slurry to be transported.

**CASING.** A structural protective enclosure for transmittal devices such as: carrier pipes, electrical conductors, and fiber optic devices.

**CITY.** The city of Farmer City, Illinois.

**CLEAR ZONE.** The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a nonrecoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the *AASHTO Roadside Design Guide*.

**COATING.** Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

**CODE.** The Code of Ordinances of the city of Farmer City, Illinois.

**CONDUCTOR.** Wire carrying electrical current.

**CONDUIT.** A casing or encasement for wires or cables.

**CONSTRUCTION or CONSTRUCT.** The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

**COVER.** The depth of earth or backfill over buried utility pipe or conductor.

**CROSSING FACILITY.** A facility that crosses one or more right-of-way lines of a right-of-way.

**CITY MANAGER.** The City of Farmer City City Manager or his or her designee.

**DISRUPT THE RIGHT-OF-WAY.** For the purposes of this chapter, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment so that it does not materially obstruct the flow of traffic on a highway.

**EMERGENCY.** Any immediate maintenance to the facility required for the safety of the public using or near the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

**ENCASEMENT.** Provision of a protective casing.

**EQUIPMENT.** Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

**EXCAVATION.** The making of a hole or cavity by removing material, or laying bare by digging.

**EXTRA HEAVY PIPE.** Pipe meeting ASTM standards for this pipe designation.

**FACILITY.** All structures, devices, objects, and materials (including track and rails, wires, ducts, fiber optic cable, communications and video cables and wires, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above,

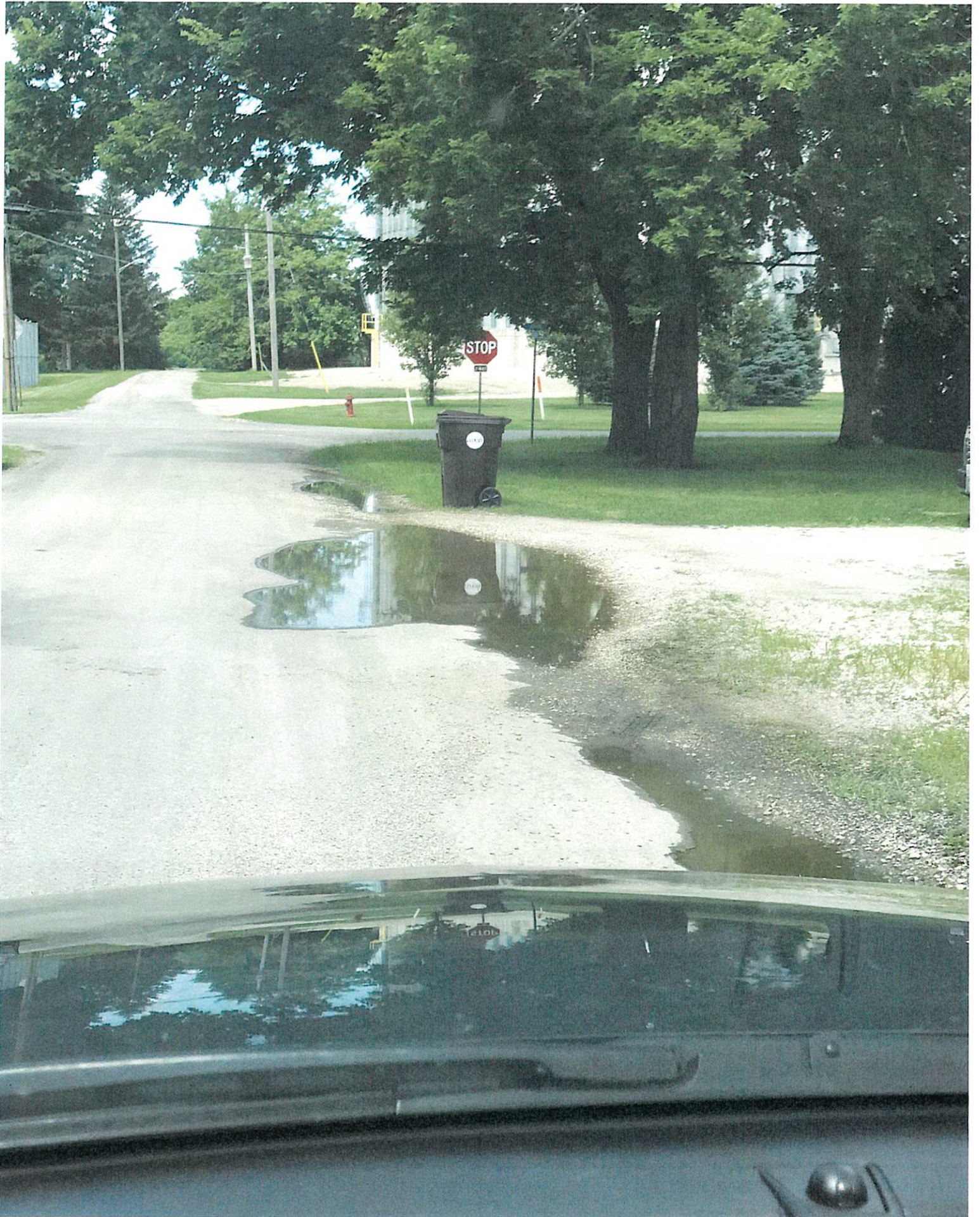


# 1



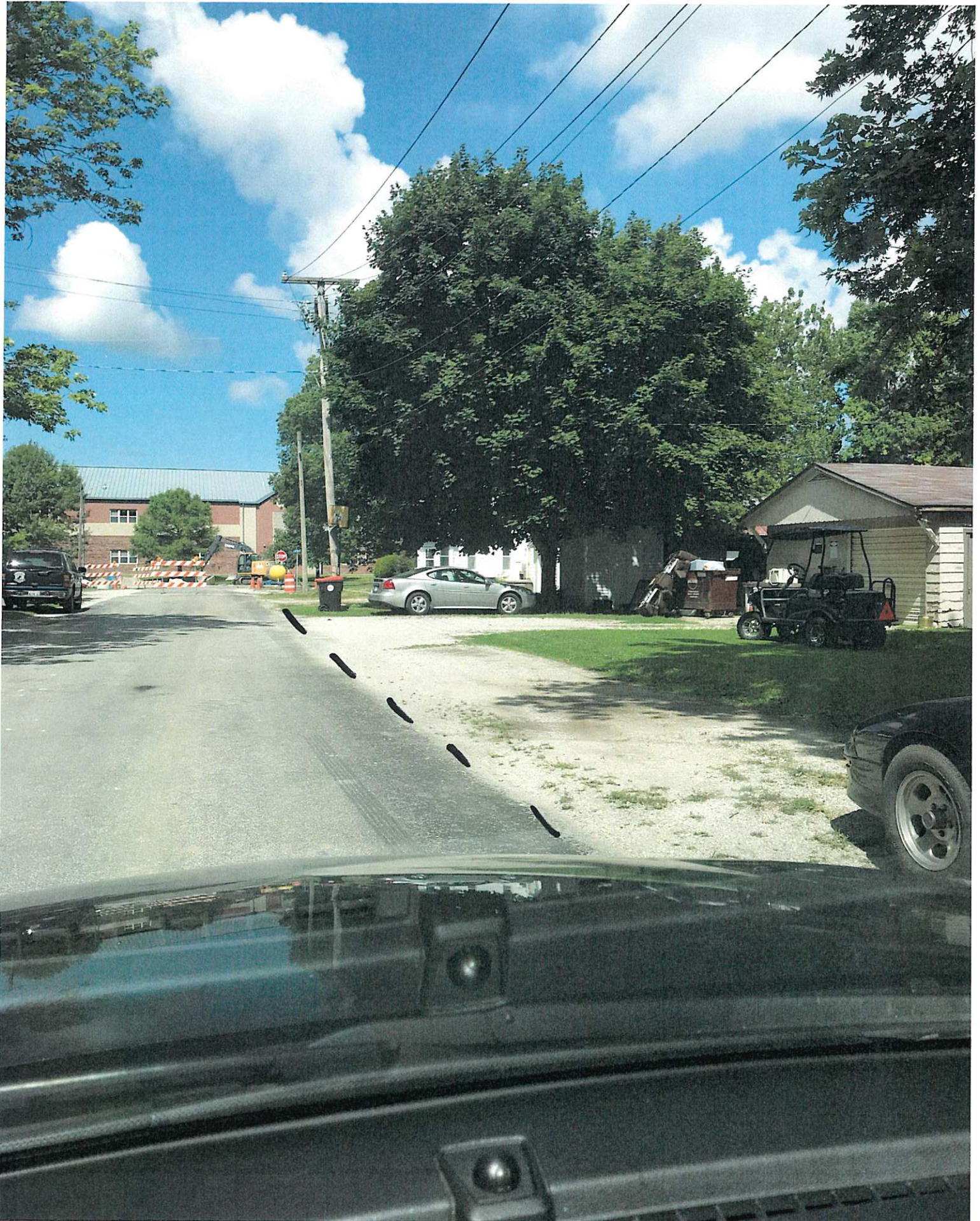


# 2





#3





#4





#5





#6





#7





#8





#9



# 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: 93430  
 Draw: 3  
 Invoice date: 7/9/2019  
 Period ending date: 7/9/2019

Contract For:

**Request for payment:**

Original contract amount \$122,320.00  
 Approved changes \$597.58  
 Revised contract amount \$122,917.58  
 Contract completed to date \$122,917.58  
 Add-ons to date \$0.00  
 Taxes to date \$0.00  
 Less retainage \$12,291.76  
 Total completed less retainage \$109,370.02  
 Less previous requests  
 Current request for payment \$1,255.80  
 Current billing \$1,395.33  
 Current additional charges \$0.00  
 Current tax \$0.00  
 Less current retainage \$139.53  
 Current amount due \$1,255.80  
 Remaining contract to bill \$12,291.76

Project: 18510  
 FARMER CITY WWTP DISINFECTION  
 Contract date:  
 Architect:  
 Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	597.58	
Total approved this Month		
<b>TOTALS</b>	<b>597.58</b>	
<b>NET CHANGES by Change Order</b>	<b>597.58</b>	

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 thereof) 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

Subscribed and sworn to before me this 9th day of July, 2019

Date: 7-9-19  
 Approved By: Mauser - State, Inc. Dan Mauser  
 Notary Public My commission expires 9-2-04-19

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

1,255.80



# REQUEST FOR PAYMENT DETAIL

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	15,157.25	797.75	15,955.00	100.00	1,595.50
2	Site Work - LAB	21,586.00	21,586.00		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	11,525.00		11,525.00	100.00	1,152.50
5	Electrical - SUB	29,745.00	29,745.00		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	17,529.00		17,529.00	100.00	1,752.90
9	CO2-Delay of submittals & equi						
10	CO3-Chem tanks extra	597.58		597.58	597.58	100.00	59.76
<b>Totals</b>		<b>122,917.58</b>	<b>121,522.25</b>	<b>1,395.33</b>	<b>122,917.58</b>	<b>100.00</b>	<b>12,291.76</b>

# 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: 93432  
 Draw: 4-RET  
 Invoice date: 7/9/2019  
 Period ending date: 7/9/2019

Contract For:

**Request for payment:**

Original contract amount	\$122,320.00	Project: 18510	FARMER CITY WWTP DISINFECTION
Approved changes	\$597.58	Contract date:	
Revised contract amount		Architect:	
Contract completed to date		Scope:	
Add-ons to date	\$0.00		
Taxes to date	\$0.00		
Less retainage	\$0.00		
Total completed less retainage	\$122,917.58		
Less previous requests	\$110,625.82		
Current request for payment	\$12,291.76		
Current billing	\$0.00		
Current additional charges	\$0.00		
Current tax	\$0.00		
Less current retainage	-\$12,291.76		
Current amount due	\$12,291.76		
Remaining contract to bill	\$0.00		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner	597.58	
Total approved this Month		
<b>TOTALS</b>	<b>597.58</b>	
<b>NET CHANGES by Change Order</b>	<b>597.58</b>	

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 thereof) 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.

By: [Signature]

Date: 7-9-19

Approved By: Maurice - Stutz, Inc. [Signature]

State Of ILLINOIS

County Of TAZEWELL

Subscribed and sworn to before me this 9<sup>th</sup> day of July, 2019

Notary Public [Signature]

My commission expires: 02-07-23

OFFICIAL SEAL  
 JUDY C STECHMAN  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 TAZEWELL COUNTY  
 MY COMMISSION EXPIRES 02/07/2023

\$ 12,291.76

# REQUEST FOR PAYMENT DETAIL

Project: 18510 / FARMER CITY WWTP DISINFEC Invoice: 93432 Draw: 4-RET Period Ending Date: 7/9/2019 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	15,955.00		15,955.00	100.00	
2	Site Work - LAB	21,586.00	21,586.00		21,586.00	100.00	
3	Site Work - MAT	1,195.00	1,195.00		1,195.00	100.00	
4	Mechanical - SUB	11,525.00	11,525.00		11,525.00	100.00	
5	Electrical - SUB	29,745.00	29,745.00		29,745.00	100.00	
6	CO1-Project delay						
7	Interior Work - LAB	24,785.00	24,785.00		24,785.00	100.00	
8	Interior Work - MAT	17,529.00	17,529.00		17,529.00	100.00	
9	CO2-Delay of submittals & equi						
10	CO3-Chem tanks extra	597.58	597.58		597.58	100.00	
<b>Totals</b>		<b>122,917.58</b>	<b>122,917.58</b>		<b>122,917.58</b>	<b>100.00</b>	

# CHANGE ORDER

No. 3

DATE OF ISSUANCE 5-7-19

EFFECTIVE DATE 5-7-19

OWNER City of Farmer City

CONTRACTOR G.A. Rich & Sons, Inc.

CONTRACT: City of Farmer City

PROJECT: Wastewater Treatment Plant Disinfection Improvements

OWNER's Contract No. -----

ENGINEER's Contract No. 23418005.01

ENGINEER Maurer-Stutz, Inc.

You are directed to make the following changes in the CONTRACT DOCUMENTS: Move electrical junction box and conduit.

Reason for CHANGE ORDER: Conflict with proposed chemical tanks.

Attachments: RFP from contractor and e-mails related to the work.

CHANGE IN CONTRACT PRICE
Original CONTRACT PRICE \$ <u>122,320.00</u>
Net Increase (Decrease) from previous CHANGE ORDERS No. <u>  </u> to <u>  </u> : \$ <u>0</u>
CONTRACT PRICE prior to this CHANGE ORDER: \$ <u>122,320.00</u>
Net increase of this CHANGE ORDER: \$ <u>597.58</u>
CONTRACT PRICE with all approved CHANGE ORDERS: \$ <u>122,917.58</u>

CHANGE IN CONTRACT TIMES
Original CONTRACT TIMES: Substantial Completion: November 29, 2018 Ready for final payment: December 29, 2018
Net change from previous CHANGE ORDERS No. <u>1</u> to No. <u>  </u> : Substantial Completion: February 27, 2019 Ready for final payment: March 29, 2019
CONTRACT TIMES prior to this CHANGE ORDER: Substantial Completion: February 27, 2019 Ready for final payment: March 29, 2019
Net increase this CHANGE ORDER: Substantial Completion: 45 days Ready for final payment: 45 days
CONTRACT TIMES with all approved CHANGE ORDERS: Substantial Completion: April 13, 2019 Ready for final payment: May 13, 2019

RECOMMENDED:  
Maurer-Stutz, Inc.

APPROVED:  
City of Farmer City

ACCEPTED:  
G.A. Rich & Sons, Inc.

By: [Signature]  
ENGINEER (Authorized Signature)

By: [Signature]  
OWNER (Authorized Signature)

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 5-7-19

Date: \_\_\_\_\_

Date: 5.7.19