

**REGULAR CITY COUNCIL MEETING
FARMER CITY, ILLINOIS
MONDAY, DECEMBER 09, 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 November 18, 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 2019-40** A Resolution Amending 2020 Meeting Dates as Required by Law.
- B. **Ordinance 2043** 2019-2020 Tax Levy
- C. Purchase of 2014 F-450 Chassis Truck Crew Cab flat bed for the electric department.
- D. **Ordinance 1044** An Ordinance Approving a Redevelopment Agreement by and Between the City of Farmer City, DeWitt County, IL and Maxwell Counters, Inc in Connection with the Redevelopment Project Area
- E. Approval of Final payout to Cross Construction for John St improvements in the amount of \$45,549.27.
- F. Approval of Payout #4 to Cross Construction for Maple/Western St improvements in the amount of \$169,679.61
- G. Approval of Payout #5 to Cross Construction for Maple/Western St improvements in the amount of \$185,465.68.
- H. Approval of Payout #1 to Leander Construction for the Pool Addition in the amount of \$124,648.74.

SECTION IV: EXECUTIVE SESSION

5 ILCS 120/2(c)(21) Meetings to review closed session minutes, including the semi-annual review of closed session minutes pursuant to Section 2.06 of OMA

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
NOVEMBER 18, 2019 6 p.m.**

Roll call Present: Councilmembers Scott Kelley, Benjamin Burden, Shelley Friedrich and Mayor Scott Testory. Absent: Councilman Willard McKinley.
Also, in attendance: City Manager Sue McLaughlin, City Attorney Joe Chamley, City Clerk Angie Wanserski

Pledge of allegiance to the flag

Proclamations/presentations Swearing in of new police officer Jacob King

Public Comment Sarah Reynolds, Abijah Morrell and Trevor Gembicki were in attendance on behalf of the cub scouts. They will be selling candy on Thurs, Fri, Sat and Sun at Hucks and Caseys.

SECTION I: CONSENT AGENDA
A. Approval of the minutes of the November 04, 2019 council meeting
B. Fund Warrant List
MOTION by Kelley to approve consent agenda. Seconded by Burden.
Approved unanimously. Motion carried.

SECTION II: UNFINISHED BUSINESS Ordinances or resolutions previously tabled

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

1. **Ordinance 1041** An Ordinance Amending the Municipal Code of the City of Farmer City by the Addition of Chapter 34 Imposing a Municipal Cannabis Retailer’s Occupation Tax.
This ordinance would set the sales tax for cannabis at the maximum 3% amount.
MOTION by Kelley to adopt Ordinance 1041 An Ordinance Amending the Municipal Code of the City of Farmer City by the Addition of Chapter 34 Imposing a Municipal Cannabis Retailer’s Occupation Tax. Seconded by Burden. Voted unanimously. Motion carried.
2. Final payout to J.F. Electric for I74 improvements in the amount of \$161,200.94.
MOTION by Burden to approve the final payout to J.F. Electric for I74 improvements in the amount of \$161,200.94. Seconded by Friedrich. Voted unanimously. Motion carried.
3. Discussion regarding a TIF application grant for Maxwell Counters in the amount not to exceed \$27,000.
This application was given to consultant Keith Moran for review. Maxwell Counters is requesting TIF money in order to move part of their operation to Depot Road and expand their Plum St location. The

proposed work is TIF eligible and funds are available. This proposal will be brought back at the December 9, 2019 meeting for consideration.

SECTION IV: EXECUTIVE SESSION –

SECTION V: OTHER ITEMS

1. City manager report

City manager Sue McLaughlin stated that we will be cancelling the regularly scheduled council meeting on December 2nd and rescheduling for December 9, 2019. We will publish this closer to the date. The electric utilities have been removed from 101 S Main. Pool demolition is progressing. We are now waiting on the state for the permit. And the Maple/Western project is complete. The Christmas parade will be this Sunday November 24, 2019.

2. Non-agenda items and other business.

ADJOURNMENT

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

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
100		
CORNEGLIO AG	44.57	ADM SUPPLIES
Illini Fire Equipment	128.00	ADM- OTHER PROF SERVICES
Mediacom	138.15	INTERNET
WATTS COPY SYSTEMS INC	198.99	ADM COPIER
PRIME TIME CLEANING & JANIT	399.61	CLEANING SERVICE
PRIME TIME CLEANING & JANIT	399.61	CLEANING SERVICE
AT & T	43.30	ADM - TELEPHONE
SPRINT	23.98	ADM - TELEPHONE
FRONTIER	32.59	ADM
U.S. BANK	150.00	MISC
G.F.O.A.	160.00	DUES AND MEMBERSHIPS
U.S. BANK	91.32	TRAVEL
U.S. BANK	1,568.37	TRAVEL
U.S. BANK	85.00	TRAVEL
City of Farmer City	239.98	ADM
SIMPLIFIED COMPUTERS	2,280.00	ADM COMP SER
SIMPLIFIED COMPUTERS	674.00	ADM COMP SER
SIMPLY SENNETT	37.50	WEB DEVELOPMENT
CORNEGLIO AG	80.19	ADM SUPPLIES
U.S. BANK	76.19	TRAVEL
EVANS FROELICH BETH AND	70.00	LEGAL -LEGIS
EVANS FROELICH BETH AND	175.00	LEGAL -LEGIS
MUNICIPAL CLERKS OF ILLINOI	55.00	MEMBERSHIP DUES
U.S. BANK	626.50	TRAVEL
FEESE INSURANCE AGENCY, I	86.99	LIFE INS FOR MACK KING
FEESE INSURANCE AGENCY, I	51.29	SUB INSURANCE
NAPA	27.98	POLICE VEHICLE MAINT
Walker Tire Service	672.96	POLICE TIRES
CLASPILL AUTOMOTIVE	163.24	2010 CROWN VIC ELEC REPAIR/BRAKE
PF Pettibone & Co.	281.65	POLICE - CITATION BOOKS
TECHNOLOGY MANAGEMENT	132.81	DIS - MISCELLANEOUS CONTRACTUAL
Advanced Digital Solutions	29.91	POLICE COPIER
XEROX FINANCIAL SERVICE	40.30	LEASE EQUIPMENT
SPRINT	23.98	POL TELEPHONE
SPRINT	70.96	POL TELEPHONE
SPRINT	23.98	POL TELEPHONE
SPRINT	16.50	POL TELEPHONE
SPRINT	23.98	POL TELEPHONE
SPRINT	16.50	POL TELEPHONE
POLICE LAW INSTITUTE	512.00	POLICE - TRAINING
City of Farmer City	31.60	POLICE
TECHNOLOGY MANAGEMENT	132.81	DIS - MISCELLANEOUS CONTRACTUAL
Advanced Digital Solutions	77.92	POLICE SUPPLIES
Illini Fire Equipment	128.00	POL - EXTING MAINT
GALLS LLC	22.99	UNIFORM ITEMS
GALLS LLC	22.99	UNIFORM ITEMS
Ray O Herron	409.95	UNIFORM SUPPLIES
Ray O Herron	131.55	UNIFORM SUPPLIES
Ray O Herron	186.54	UNIFORM SUPPLIES
CORNEGLIO AG	32.19	POLICE OPERATING SUPPLIES
CLASPILL AUTOMOTIVE	620.38	CHARGER HITCH/ WIRING HARNESS
CLASPILL AUTOMOTIVE	76.27	2017 FORD EXPLORER OIL/FILTER
PF Pettibone & Co.	17.00	POLICE - ID CARDS
U.S. BANK	206.44	OFFICE SUPPLIES
CORNEGLIO AG	32.19	POLICE OPERATING SUPPLIES
Evergreen FS Inc	2,051.76	POLICE FUEL
ROADBOTICS INC	1,000.00	ROADBOTICS SUBSCRIPTION

Vendor Name	Net Invoice Amount	
SPRINT	37.44	ST - TELEPHONE
SPRINT	23.98	ST - TELEPHONE
SPRINT	23.98	ST - TELEPHONE
SPRINT	16.50	ST - TELEPHONE
SPRINT	16.50	ST - TELEPHONE
SPRINT	16.50	ST - TELEPHONE
FRONTIER	374.42	STREET
City of Farmer City	314.54	STREET
Illini Fire Equipment	128.00	STR - OTHER PROF SERV
NAPA	92.44	STREET AUTO SUPPLIES
NAPA	136.39	STREET AUTO SUPPLIES
Rahn Equipment	118.35	SALT SPREADER PARTS
Schmidt's Welding	81.70	REPAIR SALT SPREADER
Walker Tire Service	12.00	TIRE REPAIR BACKHOE
RUSH TRUCK CENTER	2,342.94	DUMP TRUCK REPAIR
Illini contractors Supply	289.00	STREET SUPPLIES
CORNEGLIO AG	41.52	STREET SUPPLIES
CORNEGLIO AG	214.25	STREET SUPPLIES
CORNEGLIO AG	49.64	STREET SUPPLIES
Evergreen FS Inc	403.63	STR -DIESEL FUEL
FUNDI LAWN CARE	700.00	PARK MOWING
FUNDI LAWN CARE	270.00	MOWING PARK
City of Farmer City	470.52	PARK
City of Farmer City	170.63	POOL
Total 100:	21,478.33	
150		
Morton Salt Inc	1,979.44	ST - SALT
Total 150:	1,979.44	
170		
FEHR GRAHAM	5,861.38	ENGINEERING POOL RENOVATIONS
LEANDER CONSTRUCTION INC	124,648.74	POOL PROJECTS
WALSH FARMS	497.20	NORTH OF INTERSTATE I-74
MAURER-STUTZ	3,565.00	I-74 W/S EXTENSION
MAURER-STUTZ	3,013.50	I-74 W/S EXTENSION
Total 170:	137,585.82	
240		
Cross Construction inc.	45,549.27	JOHN ST IMPROVEMENTS
Progressive Chemical	811.58	JOHN STREET SIGNS
Total 240:	46,360.85	
270		
MAURER-STUTZ	9,432.50	TIF 2 ENGINEERING
EVANS FROELICH BETH AND	700.00	TIF 2 REPORT LEGAL
FUNDI LAWN CARE	90.00	TIF MOWING
Cross Construction inc.	185,465.68	MAPLE/WESTERN STREET IMPROVEMEMENTS
Cross Construction inc.	169,679.61	MAPLE/WESTERN STREET IMPROVEMEMENTS
Total 270:	365,367.79	
280		
U.S. BANK	354.38	TRAVEL

Vendor Name	Net Invoice Amount	
Total 280:	354.38	
290		
CHAMBER OF COMMERCE	1,000.00	CHRISTMAS PARADE DONATION
Total 290:	1,000.00	
510		
CORNEGLIO AG	32.24	WATER SUPPLIES
Illini Fire Equipment	128.00	WAT - SERVICE EXTINGUISHER
FUNDI LAWN CARE	300.00	MOWING WATER
City of Farmer City	1,895.30	WATER
WATER SOLUTIONS UNLIMITED	1,718.00	WATER CHEM SUPPLIES
Water Products Co.	106.70	WAT- SUPPLIES
Evergreen FS Inc	437.26	WATER FUEL
Total 510:	4,617.50	
520		
PDC Laboratories Inc.	311.43	SEW-TESTING
FUNDI LAWN CARE	350.00	MOWING STREET
FUNDI LAWN CARE	750.00	SEWER MOWING
FUNDI LAWN CARE	40.00	SEWER MOWING
UNIVERSITY OF ILLINOIS	85.00	PESTICIDE TRAINING
City of Farmer City	8,325.53	SEWER
Illini Fire Equipment	128.00	SEWER EXT MAINT
WATER SOLUTIONS UNLIMITED	1,039.97	SEWER CHEMICALS
Menards	23.72	REPLACEMENT CHAINS
Menards	17.99	HEATER FOR LIFT STATION
CORNEGLIO AG	29.04	SEWER SUPPLIES
CORNEGLIO AG	31.77	SEWER SUPPLIES
Evergreen FS Inc	269.08	SEWER FUEL
Total 520:	11,401.53	
530		
Safety-Kleen Corporation	280.00	ELE-EQUIPMENT MAINT
EVANS FROELICH BETH AND	175.00	LEGAL ELECTRIC
Illini Fire Equipment	128.25	ELE - OTHER PROF SERV
U.S. BANK	44.95	TRAVEL
AT & T	26.09	ELE - TELEPHONE
SPRINT	24.04	ELE - TELEPHONE
SPRINT	23.98	ELE - TELEPHONE
SPRINT	16.50	ELE - TELEPHONE
SPRINT	16.50	ELE - TELEPHONE
SPRINT	16.50	ELE - TELEPHONE
U.S. BANK	21.35	TRAVEL
NICOR ADVANCED ENERGY	208.19	ELECTRIC UTILITIES
U.S. BANK	614.54	OFFICE SUPPLIES
NICOR ADVANCED ENERGY	1,917.83	ELECTRICITY
ANIXTER INC	829.00	ALUM PIPE
CORNEGLIO AG	87.32	ELEC SUPPLIES
CORNEGLIO AG	114.51	ELEC SUPPLIES
CORNEGLIO AG	31.77	ELEC SUPPLIES
U.S. BANK	657.92	OFFICE SUPPLIES
Evergreen FS Inc	201.81	ELEC FUEL
Brownstown Electric Supply Inc	2,460.00	LED LIGHTS

Vendor Name	Net Invoice Amount	
BHMG ENGINEERS	930.00	PROJ 1923 I 74 EXTENSION
BHMG ENGINEERS	217.44	PROJ 1923 I 74 EXTENSION
Total 530:	<u>9,043.49</u>	
Grand Totals:	<u><u>599,189.13</u></u>	

RESOLUTION 2019-40

RESOLUTION AMENDING 2020 MEETING DATES AS REQUIRED BY LAW

WHEREAS, the City of Farmer City is required by Illinois law to prepare a schedule of all regular meetings for 2020, and

WHEREAS, the City of Farmer city is required by Illinois law to post the schedule listing the time and place of all regular meetings, and

WHEREAS, the City of Farmer city is required by Illinois law to supply the schedule of all regular meetings to the news media requesting such notice,

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

FIRST: that the City Council of the City of Farmer City approves the 2020 meeting dates as listed on the attached schedule.

SECOND; that the City Clerk be, and she hereby is directed to post the schedule at the entrance of city hall and mail to the news media requesting such notice.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 9th DAY OF DECEMBER 2019.

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

Scott Testory, Mayor

Angie Wanserski, City Clerk

ATTACHMENT TO RESOLUTION 2019-40

CITY OF FARMER CITY, ILLINOIS 2020 MEETING AND HOLIDAY SCHEDULE

1. The following dates are scheduled as regular 2020 meeting dates of the Farmer City, City Council (regular time 6 p.m.)

January 6	July 6 and July 20
February 3	August 3 and 17
March 2 and 16	September 7 and 21
April 6 and 20	October 5 and 19
May 4 and 18	November 2 and 16
June 1 and 15	December 7

2. The Farmer City, City Hall will be closed in observance of the following holidays

New Year's Holiday	January 1, 2020
Martin Luther King Jr Day	January 20, 2020
President's Day	February 17, 2020
Good Friday	April 10, 2020
Memorial Day	May 25, 2020
Independence Day	July 3, 2020
Labor Day	September 7, 2020
Columbus Day	October 12, 2020
Veterans Day	November 11, 2020
Thanksgiving	November 26 and 27, 2020
Christmas Eve	December 24, 2020
Christmas Day	December 25, 2020

The Farmer City, City Council meetings will be held at City Hall, 105 S. Main Street, Farmer City in the council chambers. 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.



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: December 9, 2019

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: 2020 Tax Levy

Attached you will find the spreadsheet that shows the analysis for the tax levy recommendation for 2020.

The good news is that the overall EAV (Equalized Assessed Valuation) – the total value of property within the city limits, as a whole, increased this year. The EAV in 2018 was 22,767,021; for 2019, it's estimated at 23,424,208.

The tax rate will remain steady this year from 1.8578 in 2019 to 1.8597 in 2020. We decreased our levy on liability insurance as this fund has an inordinately high fund balance and increased the levy for IMRF. We continue to fall behind in that category and this is an opportunity to make that change without any large impact.

Overall, mostly due to the higher EAV, we will be able to capture nearly 105% of the previous year without the need for a Truth in Taxation hearing.

ORDINANCE 1043

ORDINANCE LEVYING REAL ESTATE TAXES FOR ALL CORPORATE PURPOSES FOR THE CITY OF FARMER CITY, ILLINOIS, BASED ON APPROPRIATIONS FOR THE FISCAL YEAR COMMENCING ON MAY 1, 2019 AND ENDING ON APRIL 30, 2020

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

WHEREAS, the City Council of the City of Farmer City has examined the corporate financial needs for the fiscal year beginning May 1, 2019 and ending April 30, 2020 and determined the amounts needed to defray the expenses and liabilities of the City; and

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

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

FIRST: The amounts hereinafter set forth, or so much as may be authorized by law, are levied for such purposes as: Corporate (General Purpose), Police Protection, Insurance and Tort Judgments, Public Parks, Illinois Municipal Retirement Fund, Farmer City Public Library, Social Security, Audit, Emergency Services, Street Lighting, School Crossing Guard, Sewage System and Lease / Purchase for the fiscal year of the said City of Farmer City, Illinois, beginning the first day of May 2019 and ending on the 30th day of April 2020.

SECOND: The amounts levied for each appropriated object and purpose for which real estate taxes can be levied are detailed in the City of Farmer City annual budget and approved through Ordinance 2019-1031 being the appropriation ordinance for fiscal year 2019-2020 and are summarized as follows:

TAX LEVY SUMMARY

CORPORATE PROPERTY TAX (65 ILCS 5/8-3-1)	\$ 58,560.52
POLICE PROTECTION TAX (65 ILCS 5/8-8-8)	\$ 17,568.16
INSURANCE AND TORT JUDGMENTS (745 ILCS 10/9-107)	\$ 42,163.57
PUBLIC PARKS TAX (65 ILCS 5/11-98-1)	\$ 17,568.16
ILLINOIS MUNICIPAL RETIREMENT FUND (40 ILCS 5/7-171)	\$136,797.37
LIBRARY TAX (75 ILCS 5/3-1)	\$ 35,136.31
SOCIAL SECURITY TAX (65 ILCS 5/21-110)	\$ 52,517.07
MUNICIPAL AUDIT TAX (65 ILCS 5/8-8-8)	\$ 23,189.97
EMERGENCY SERVICES & DISASTER OPERATIONS	

(65 ILCS 5/8-3-16)	\$ 585.61
LEASE / PURCHASE - EQUIPMENT (65 ILCS 5/11-76.1-2)	\$ 0.00
STREET LIGHTING TAX (65 ILCS 5/11-80-5)	\$11,712.10
SCHOOL CROSSING GUARD (65 ILCS 5/11-80-23)	\$ 4,684.84
SEWAGE SYSTEM (65 ILCS 5/11-143-1)	\$ 23,424.21
WORKING CASH (65 ILCS 5/8-7-3)	\$ 0.00
UNEMPLOYMENT INS	\$ 11,712.10
TOTAL TAXES LEVIED	<u>\$435,620.00</u>

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

FOURTH: The amount levied by Section Two of this ordinance is required by said City of Farmer City as aforesaid and extended upon the appropriate tax books for the fiscal year of said City of Farmer City beginning May 1, 2019 and ending April 30, 2020.

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS THIS 9th DAY OF DECEMBER 2019.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City 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: December 9, 2019

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Purchase of truck - Electric

In the FY 20 budget, we set aside \$35,000 for a replacement flatbed truck for the Power Plant. The existing flatbed has a manual transmission that frequently fails to work and even went out on staff earlier this year on Rt. 54. It has cost us quite a bit in maintenance.

We located a replacement at Baum Chevrolet, when including the trade in on the old flatbed, will cost \$32,576, which is under budget. Staff searched other locations to no avail. For these reasons, I recommend approval of the purchase from Baum.



Stock #: 197270

VIN 1FD0W4HT0EEB11366

Deal#: 0005064

November 26, 2019

2014 FORD F450 SUPER DUTY

CITY OF FARMER CITY

PO BOX 49

FARMER CITY

IL, 61842

Phone: 2172541882

Salesperson: ERNEST JACKSON

Email:

Sale Information

MSRP	\$42,574.00
Savings	\$6,923.00
Selling Price	\$35,651.00
Accessories	\$0.00
Rebates	\$0.00
Subtotal	\$35,651.00
Market Value	\$3,500.00
Trade Payoff	\$0.00
Fees	\$425.00
Sales Tax	\$0.00
Balance Due Of	\$32,576.00

Trade Information

Cash Option

	Sales Tax	\$0.00
Balance Due Of		\$32,576.00

Finance Option

	Sales Tax	\$0.00	
Initial Investment	\$1,000.00	\$2,000.00	\$3,000.00

Lease Option

Initial Investment	\$1,000.00	\$2,000.00	\$3,000.00
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Please submit this worksheet to management for review. I understand 1) This worksheet is neither an offer nor a contract and is not binding on the customer or the dealership. 2) No offer to purchase any vehicle is binding until accepted in writing by an authorized sales manager and 3) Sales consultants cannot obligate or bind the customer or the dealership.

I hereby authorize the dealership to conduct an investigation of my credit and employment history and release such information to banks, lenders and credit agencies.

Customer signature: _____

Dealership Approval: _____



SALES: 877-380-8435 +



Used 2014 Ford
F-450 Chassis Truck Crew Cab

VIN: 1FD0W4HT0EEB11366 Stock: 197270

- Odometer 135,007 miles
- Exterior Color Oxford White
- Interior Color Adobe
- Body Truck Crew Cab
- Transmission Automatic
- Drivetrain 4x4
- Engine 6.7L V-8 cyl

Detailed Pricing

Price **\$35,990**

Price Detailed Pricing **\$35,990**

CLICK HERE TO SEE PACKAGES ON THIS CAR!

(<https://maxdigitalshowroom.com/?gooddeal=web/1FD0W4HT0EEB11366>)

We're here to help
877-380-8435



Highlighted Features

- ✓ Split folding rear seat
- ⊗ Dual rear wheels

Included Packages & Options

Included Options

Cruise Control	\$235
----------------	-------

Detailed Specifications

- + Convenience Features
- + Suspension/Handling
- + Entertainment Features
- + Seats And Trim
- + Powertrain
- + Off-Road Capability
- + Body Exterior
- + Specs And Dimensions
- + Lighting, Visibility And Instrumentation
- + Safety And Security

Dealer Notes

CARFAX 1-Owner, Clean. \$6,500 below NADA Retail! Bluetooth, iPod/MP3 Input, Smart Device Integration, CD Player, Diesel, REMOTE START SYSTEM, SNOW PLOW PREP PACKAGE, 4x4, XLT INTERIOR PACKAGE, 30 Day/500 Mile PowerTrain AND MORE!

EXCELLENT VALUE

This Super Duty F-450 DRW Chassis Cab is priced \$6,500 below NADA Retail.

KEY FEATURES INCLUDE

4x4, Diesel, iPod/MP3 Input, Bluetooth, CD Player, Smart Device Integration. MP3 Player, Privacy Glass, Steering Wheel Controls, Heated Mirrors, Traction Control.

OPTION PACKAGES

XLT INTERIOR PACKAGE: 6-Way Power Driver Seat, SecuriCode Keyless-Entry Keypad, Adjustable Pedals, Auto-Lock/Auto-Unlock, Auto-Lamp/Rain-Lamp, REMOTE START SYSTEM, SNOW PLOW PREP PACKAGE: pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations), NOTE 1: Restrictions apply; see Supplemental Reference or Body-Builders Layout Book for details, NOTE 2: Also allows for the attachment of a winch. Ford XLT with Oxford White exterior and Adobe interior features a 8 Cylinder Engine with 362 HP at 4750 RPM*. 30 Day/500 Mile PowerTrain.

SHOP WITH CONFIDENCE
CARFAX 1-Owner

VEHICLE REVIEWS

newCarTestDrive.com explains "Their bold, broad exteriors are backed up by cabs that are attractive, functional and comfortable."

EXCELLENT SAFETY FOR YOUR FAMILY
4-Wheel ABS, 4-Wheel Disc Brakes

WHO WE ARE

Please call (217) 731-4139 Baum Chevrolet-Buick has expanded greatly in size, service and staff, growing toward a goal of one-stop sales, service and parts. Baum customers enjoy an exceptional range of service, from body work and detail to quick lube, 24 hour towing and parts/accessories in one convenient location. The dealership stocks a large selection of new and used cars, trucks and vans

Pricing analysis performed on 11/19/2019. Horsepower calculations based on trim engine configuration. Please confirm the accuracy of the included equipment by calling us prior to purchase.

KBB.com Consumer Reviews



Overall
5
Out of 5

Great 5th Wheel Puller. Never Disappoints!

By Bull | Monday, January 23, 2017

5.0

Not one thing has gone wrong since purchase. Diesel engine is a work horse...and very quite.

Accelerates up the Grapevine pulling an 18,000 pound 5th Wheel like nothing. Also,...

[Read More](#)

Best Truck I Ever Owned.

By Artemus | Tuesday, January 06, 2015

5.0

This truck pulls my 41 Ft RV. It's amazing how well it does its job day after day. Noise level

similar to a car, engine very quiet. Best feature, F450 has extremely tight turning...

[Read More](#)

Best Truck Ever

5.0

By Batman-777 | Wednesday, January 25, 2017

*Traded a 2006 F350 6.0 with 110,000 miles and 11 years on this excellent truck. *Not one problem from day one on this 2016 F450 Platinum. The truck is so amazing. *It is...
[Read More](#)

Based on 6 consumer ratings for 2011–2016 models. | [Privacy](#)
(<https://www.kbb.com/company/privacy-policy/>)

Also Recommended for You...



2019 Buick Enclave Essence
\$34,900



2017 Buick Enclave Leather
\$25,990



2017 Buick Enclave Leather
Please Call



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ORDINANCE NO. 1044

**AN ORDINANCE
APPROVING A REDEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF FARMER CITY, DEWITT COUNTY,
ILLINOIS AND MAXWELL COUNTERS, INC. IN CONNECTION
WITH THE REDEVELOPMENT PROJECT AREA**

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

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

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

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

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

Upon motion by _____, seconded by _____, adopted at a regular meeting this ____ day of December, 2019, by roll call vote, as follows:

AYES (Names): _____

NAYS (Names): _____

ABSENT (Names): _____

PASSED this _____ day of December 2019.

City Clerk

APPROVED this _____ day of December 2019.

Mayor

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

CERTIFICATION OF ORDINANCE

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

I do further certify that the attached ordinance constitutes a full, true and correct excerpt from the proceedings of the regular meeting of the Municipality’s Corporate Authorities on December ____, 2019, insofar as same relates to the adoption of Ordinance No. _____, entitled:

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF FARMER CITY, DEWITT COUNTY,
ILLINOIS AND MAXWELL COUNTERS, INC. IN CONNECTION WITH
THE REDEVELOPMENT PROJECT AREA,**

a true, correct and complete copy of which ordinance as adopted at such meeting appears in the minutes of such meeting and is hereto attached. Such ordinance was adopted and approved on the date thereon set forth by not less than a affirmative vote of a majority of the Corporate Authorities and approved by the Mayor on the date indicated thereon.

I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that the agenda for the meeting was duly posted on the Municipality’s website and at the City Hall at least 48 hours before the meeting, that notice of such meeting was duly given to all of the news media requesting such notice, that such meeting was called and held in strict compliance with the provisions of the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such laws and such Code and their procedural rules in the adoption of such ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Farmer City, DeWitt County, Illinois, this ____ day of December 2019.

City Clerk

(SEAL)

REDEVELOPMENT AGREEMENT

by and between the

CITY OF FARMER CITY, ILLINOIS

and

MAXWELL COUNTERS, INC.

Dated as of December 9, 2019

Document Prepared By:

**Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

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EXHIBIT LIST

EXHIBIT A	Description of Property
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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of December 10, 2019, but actually executed by each of the parties on the dates set forth beneath each of their respective signatures below, by and between the **City of Farmer City, DeWitt County, Illinois**, an Illinois municipal corporation (the “**City**”), and **Maxwell Counters, Inc.** of Farmer City, Illinois (the “**Developer**”). This Agreement shall become effective upon the last of the City and the Developer to so execute and deliver this Agreement to the other (the “**Effective Date**”).

RECITALS

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

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

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

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

WHEREAS, the Developer is unwilling to undertake (or cause to be undertaken) the Project (as defined below) without certain tax increment finance incentives from the City, which the City is willing to provide; and

WHEREAS, the City has determined that it is desirable and in the City’s best interests to assist the Developer in the manner set forth in this Agreement; and

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

“Project” means the rehabilitation, renovation, reconstruction or repair or remodeling of the Building upon the Property; engineering and planning fees; and relocation costs and physical movement of equipment and machinery.

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

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

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

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

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

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

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

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

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. In order to induce the Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer, as follows:

(a) **Organization and Standing.** The City is a municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) **Power and Authority.** The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) **Authorization and Enforceability.** The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City’s Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that any and all financial obligations of the City under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors’ or creditors’ rights, and by equitable principles.

(d) **No Violation.** Neither the execution nor the delivery of this Agreement or the performance of the City’s agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

(e) **Governmental Consents and Approvals.** No consent or approval by any

governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:

(a) Organization. The Developer is an Illinois corporation.

(b) Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder and thereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) Consents and Approvals. No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) No Proceedings or Judgments. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

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

ARTICLE III
CONDITIONS PRECEDENT TO THE UNDERTAKINGS
ON THE PART OF THE DEVELOPER AND THE CITY

Section 3.1. Conditions Precedent. The undertakings on the part of the City as set forth in this Agreement are expressly contingent upon each of the following:

- (1) The Developer shall have acquired fee simple title to the Property.
- (2) The Developer shall have obtained approval of the Project in accordance with all applicable laws, codes, rules, regulations and ordinances of the City, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use regulations (collectively, the “**City Codes**”), it being understood that the City in its capacity as a municipal corporation has discretion to approve the Project; and
- (3) The Developer shall have substantially completed the Project on or before the Project Completion Date.

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

ARTICLE IV
CITY’S COVENANTS AND AGREEMENTS

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

Such Reimbursement Amounts in connection with the Project shall be in an amount up to \$27,000 for Eligible Redevelopment Project Costs subject to the further terms and limitations of this Agreement.

Section 4.2. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payments of any Reimbursement Amounts to be paid or reimbursed by the City is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City will defend the integrity of the

Redevelopment Project Area and this Agreement. Anything herein to the contrary notwithstanding, the Developer agrees that the City may, to the extent permitted by law, use any Incremental Property Taxes, including any unpaid Reimbursement Amounts, if available, to be redirected to reimburse the City for its defense costs, including without limitation attorneys' fees and expenses.

ARTICLE IV **DEVELOPER'S COVENANTS**

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

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

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

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

Section 5.5. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et seq.), as supplemented and amended, unless the City and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the City, it being

mutually acknowledged and understood by both the City and the Developer that any such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the City has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Property upon which the Project is undertaken and shall be in full force and effect until December 31, 2039, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by City or Developer or any other party; provided, however, upon request of any party in title to the Property, the City shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 5.4 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon Property or any part thereof.

ARTICLE VI

PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

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

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

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

Section 6.3. Time of Payment. Provided that performance of this Agreement has not been suspended or terminated by the City under Article VII hereof, the City shall pay each of the

applicable Reimbursement Amounts which are approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after the approval of any such applicable Requisition.

ARTICLE VII **DEFAULTS AND REMEDIES**

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

By the Developer:

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

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

By the City:

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

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

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

Section 7.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the City shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. Except for such right of termination by the City, the only other remedy available to either party upon the occurrence of a

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

Section 7.4. Costs, Expenses and Fees. Upon the occurrence of a Default or a Breach which requires either party to undertake any action to enforce any provision of this Agreement, the Defaulting Party shall pay upon demand all of the Non-Defaulting Party's charges, costs and expenses, including the reasonable fees of attorneys, agents and others, as may be paid or incurred by such Non-Defaulting Party in enforcing any of the Defaulting Party's obligations under this Agreement or in any litigation, negotiation or transaction in connection with this Agreement in which the Defaulting Party causes the Non-Defaulting Party, without the Non-Defaulting Party's fault, to become involved or concerned.

ARTICLE VIII

RELEASE, DEFENSE AND INDEMNIFICATION OF CITY

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

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

contractors that are contrary to the provisions of this Agreement.

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

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

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

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

Section 8.7. Environmental Covenants. To the extent permitted by law, the Developer agrees to indemnify, defend, and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all claims, demands, costs, liabilities, damages or expenses, including attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: **(i)** any release or threat of a release, actual or alleged, of any hazardous substances, upon or about the Property or respecting any products or materials previously, now or thereafter located upon, delivered to or in transit to or from the Property regardless of whether such release or threat of release or alleged release or threat of release has occurred prior to the date hereof or hereafter occurs and regardless of whether such

release occurs as a result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (ii) (A) any violation now existing (actual or alleged) of, or any other liability under or in connection with, any environmental laws relating to or affecting the Property, or (B) any now existing or hereafter arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen prior to the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises, as the result of any act, omission, negligence or misconduct of the City or any third party or otherwise; (iii) any assertion by any third party of any claims or demands for any loss or injury arising out of, relating to or in connection with any hazardous substances on or about or allegedly on or about the Property; or (iv) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like. For purposes of this section, "hazardous materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 9601 et seq.), and in the regulations adopted and publications promulgated pursuant thereto, or any other federal, state or local environmental law, ordinance, rule, or regulation.

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

ARTICLE IX **MISCELLANEOUS PROVISIONS**

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

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

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

one agreement.

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

Section 9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute “unavoidable delays”): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City.

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

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

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

- (i) In the case of the Developer, to:
Maxwell Counters, Inc.
Attn:
25776 Depot Road

Farmer City, IL 61842
Tel:

- (ii) In the case of the City, to:
CITY OF FARMER CITY, ILLINOIS
105 S. Main Street
Farmer City, IL 61842-0049
Attn: City Manager
Tel: (309) 928-3412

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

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City, except that: (i) any assignment of this Agreement as collateral, or (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer, may be made without the prior written consent of the City. Except as authorized in this Section above, any other assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 9.10. Successors in Interest. Subject to Section 9.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

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

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

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

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

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

**CITY OF FARMER CITY, DEWITT COUNTY,
ILLINOIS**

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Date: _____

MAXWELL COUNTERS, INC.

By: _____

Date: _____

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

EXHIBIT A

Description of Property

Legal: S29 T21 R5, PT NE – BEG 55 S & 60 W NE COR, S315, W691.43, N315, E691.43 to POB

Address: 25776 Depot Road, Farmer City, IL 61842 (located in TIF #3)

PIN: 05-29-200-009

APPLICATION FOR PAYMENT NO. THREE/FINAL

To: City of Farmer City (OWNER)
From: Cross Construction, Inc. (CONTRACTOR)
Contract: Farmer City- John St. Roadway Improvements
Project: Farmer City – John St. Roadway Improvements
OWNER's Contract No. ----- ENGINEER's Project No. 23718013.01
For Work accomplished through the date of: November 30, 2019.

1.	Original Contract Price:	\$ <u>926,872.60</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>(15,887.25)</u>
3.	Current Contract Price (1 plus 2):	\$ <u>910,985.35</u>
4.	Total completed and stored to date:	\$ <u>910,985.35</u>
5.	Retainage (per Agreement):	
	<u>0</u> % of completed Work:	\$ <u>0.00</u>
	<u> </u> % of stored material:	\$ <u>0.00</u>
	Total Retainage:	\$ <u>0.00</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>910,985.35</u>
7.	Less previous Application for Payments:	\$ <u>865,436.08</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ <u>45,549.27</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 12-3-19 Cross Construction, Inc.
CONTRACTOR

By: [Signature]

State of Illinois
County of Champaign

Subscribed and sworn to before me this 3rd day of December, 2019.

[Signature]
Notary Public
My Commission expires: 05/09/22



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/03/2019 Maurer-Stutz, Inc.
ENGINEER

By: [Signature]

ECJCDC No. 1910-8E (1996 Edition)
Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of American and the Construction Specification Institute.

Farmer City
 JeWitt

Item	Description	Unit		Plan		Change Authorizations		Adjusted		Completed	
		of Measure	Price	Qty	Value	Qty	Value	Qty	Plan Value	Qty	Paid Value
001	001 6" SDR 21 PR PVC WATER MAIN (INCL. FITTINGS, BEDDING)	L.F.	61.00	50	3,050.00	7.50	457.50	57.50	3,507.50	57.5	3,507.50
002	002 FIRE HYDRANT	EACH	4,800.00	1	4,800.00	-	-	1.00	4,800.00	1	4,800.00
003	003 6" X 6" TAPPING SLEEVE W/6" TAPPING VALVE AND VALVE	EACH	3,200.00	1	3,200.00	-	-	1.00	3,200.00	1	3,200.00
004	004 1" SDR 9 PE (200 PSI) WATER SERVICE LINE	L.F.	41.00	80	3,280.00	24.00	984.00	104.00	4,264.00	104	4,264.00
005	005 1" CORPORATION STOP	EACH	650.00	1	650.00	-	-	1.00	650.00	1	650.00
006	006 1" CURB STOP WITH BOX	EACH	800.00	1	800.00	-	-	1.00	800.00	1	800.00
007	007 REMOVE FIRE HYDRANT	EACH	600.00	1	600.00	-	-	1.00	600.00	1	600.00
008	008 REMOVE VALVE BOX	EACH	500.00	1	500.00	-	-	1.00	500.00	1	500.00
009	009 4" LINE STOP (INCL. CUT AND CAP MAIN)	EACH	4,300.00	2	8,600.00	(1.50)	(6,450.00)	0.50	2,150.00	0.5	2,150.00
010	010 6" LINE STOP (INCL. CUT AND CAP MAIN)	EACH	4,400.00	1	4,400.00	1.00	4,400.00	2.00	8,800.00	2	8,800.00
011	011 SELECT GRANULAR BACKFILL	C.Y.	65.00	10	650.00	1.00	65.00	11.00	715.00	11	715.00
012	012 WATER MAIN PRESSURE TESTING	L.F.	23.00	50	1,150.00	(50.00)	(1,150.00)	-	-	0	-
013	013 WATER MAIN DISINFECTION	L.F.	25.00	50	1,250.00	(50.00)	(1,250.00)	-	-	0	-
014	20800150 TRENCH BACKFILL	C.Y.	52.00	60.5	3,146.00	-	-	60.50	3,146.00	60.5	3,146.00
015	21101615 TOPSOIL FURNISH AND PLACE, 4"	S.Y.	5.00	2181	10,905.00	-	-	2,181.00	10,905.00	2181	10,905.00
016	21400100 GRADING AND SHAPING DITCHES	L.F.	25.00	263	6,575.00	-	-	263.00	6,575.00	263	6,575.00
017	25000110 SEEDING CLASS 1A	ACRE	4,000.00	0.5	2,000.00	-	-	0.50	2,000.00	0.5	2,000.00
018	25000400 NITROGEN FERTILIZER NUTRIENT	LBS	1.30	45	58.50	-	-	45.00	58.50	45	58.50
019	25000500 PHOSPHORUS FERTILIZER NUTRIENT	LBS	1.30	45	58.50	-	-	45.00	58.50	45	58.50
020	25000600 POTASSIUM FERTILIZER NUTRIENT	LBS	1.30	45	58.50	-	-	45.00	58.50	45	58.50
021	25100115 MULCH METHOD 2	ACRE	2,900.00	0.5	1,450.00	-	-	0.50	1,450.00	0.5	1,450.00
022	28000250 TEMPORARY EROSION CONTROL SEEDING	LBS	2.00	1000	2,000.00	(1,000.00)	(2,000.00)	-	-	0	-
023	28000400 PERIMETER EROSION BARRIER	L.F.	7.00	367	2,569.00	(115.00)	(805.00)	252.00	1,764.00	252	1,764.00
024	28000500 INLET AND PIPE PROTECTION	EACH	180.00	7	1,260.00	(5.00)	(900.00)	2.00	360.00	2	360.00
025	28000510 INLET FILTERS	EACH	200.00	4	800.00	(4.00)	(800.00)	-	-	0	-
026	28100105 STONE RIPRAP, CLASS A3	S.Y.	200.00	13	2,600.00	-	-	13.00	2,600.00	13	2,600.00
027	35101400 AGGREGATE BASE COURSE, TYPE B	TON	42.00	2241	94,122.00	52.48	2,204.16	2,293.48	96,326.16	2,293.48	96,326.16
028	40600275 BIT MATLS PR CT	LBS	0.70	9288	6,501.60	(2,998.00)	(2,091.60)	6,300.00	4,410.00	6300	4,410.00
029	40800290 BIT MATLS (TACK COAT)	LBS	1.50	1724	2,586.00	(330.00)	(495.00)	1,394.00	2,091.00	1394	2,091.00
030	40600982 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	S.Y.	22.00	331	7,282.00	21.00	462.00	352.00	7,744.00	352	7,744.00
031	40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	130.00	809	105,170.00	32.52	4,227.60	841.52	109,397.60	841.52	109,397.60
032	40603310 HOT-MIX ASPHALT SURFACE COURSE MIX "C", N50	TON	155.00	500	77,500.00	18.50	2,867.50	518.50	80,367.50	518.5	80,367.50
033	42000206 PORTLAND CEMENT CONCRETE PAVEMENT 7 1/4" J	S.Y.	88.00	922	81,136.00	(28.00)	(2,464.00)	894.00	78,672.00	894	78,672.00
034	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT	S.Y.	75.00	140	10,500.00	14.79	1,109.25	154.79	11,609.25	154.79	11,609.25
035	42400100 PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	S.F.	8.00	9703	77,624.00	-	-	9,703.00	77,624.00	9703	77,624.00
036	42400800 DETECTABLE WARNINGS	S.F.	35.00	203	7,105.00	-	-	203.00	7,105.00	203	7,105.00
037	44000100 PAVEMENT REMOVAL	S.Y.	8.00	4963	39,704.00	-	-	4,963.00	39,704.00	4963	39,704.00
038	44000200 DRIVEWAY PAVEMENT REMOVAL	S.Y.	27.00	77	2,079.00	7.63	205.01	84.63	2,285.01	84.63	2,285.01
039	44000500 COMBINATION CURB AND GUTTER REMOVAL	L.F.	12.00	220	2,640.00	436.00	5,232.00	656.00	7,872.00	656	7,872.00
040	44000600 SIDEWALK REMOVAL	S.F.	2.50	6187	15,467.50	(1,619.00)	(4,047.50)	4,568.00	11,420.00	4568	11,420.00
041	44200065 PAVEMENT PATCHING, TYPE II, 6 INCH	S.Y.	180.00	10	1,800.00	-	-	10.00	1,800.00	10	1,800.00
042	48102100 AGGREGATE WEDGE SHOULDER, TYPE B	TON	300.00	2	600.00	(2.00)	(600.00)	-	-	0	-
043	54262712 METAL FLARED END SECTIONS, 12"	EACH	650.00	1	650.00	-	-	1.00	650.00	1	650.00
044	56109210 WATER VALVES TO BE ADJUSTED	EACH	550.00	2	1,100.00	-	-	2.00	1,100.00	2	1,100.00
045	60255500 MANHOLES TO BE ADJUSTED	EACH	1,100.00	3	3,300.00	-	-	3.00	3,300.00	3	3,300.00
046	60260100 INLETS TO BE ADJUSTED	EACH	900.00	1	900.00	-	-	1.00	900.00	1	900.00
047	60500060 REMOVING INLETS	EACH	350.00	5	1,750.00	-	-	5.00	1,750.00	5	1,750.00
048	60600095 CLASS SI CONCRETE (OUTLET)	C.Y.	1,100.00	9.3	10,230.00	(1.90)	(2,090.00)	7.40	8,140.00	7.4	8,140.00
049	60604400 COMBINATION CONCRETE CURB AND GUTTER, TYPE B	L.F.	40.00	1662	66,480.00	10.00	400.00	1,672.00	68,152.00	1672	68,152.00
050	67000360 ENGINEER'S FIELD OFFICE, TYPE B	MONTH	2,200.00	5	11,000.00	(3.00)	(6,600.00)	2.00	4,400.00	2	4,400.00
051	67100100 MOBILIZATION	L.S.	39,100.00	1	39,100.00	-	-	1.00	39,100.00	1	39,100.00
052	70000000										
053	70000000										
054	70000000										
055	70000000										
056	70000000										
057	X0301339 REMOVE EXISTING PARKING BLOCKS	EACH	200.00	3	600.00	-	-	3.00	600.00	3	600.00
058	X0326896 SIGN AND POST	EACH	435.00	2	870.00	-	-	2.00	870.00	2	870.00
059	X0326864 BRICK SIDEWALK REM	S.F.	3.00	1089	3,267.00	979.00	2,937.00	2,068.00	6,204.00	2068	6,204.00
060	X0327890 DRIVEWAY REMOVAL AND REPLACEMENT	S.Y.	120.00	24	2,880.00	(12.00)	(1,440.00)	12.00	1,440.00	12	1,440.00
061	X2600022 Rem Exist Signs/Store/Reinstall	EACH	400.00	21	8,400.00	-	-	21.00	8,400.00	21	8,400.00
062	X4230710 PCC DRIVEWAY PVT 6 SP	S.Y.	79.00	55	4,345.00	(40.33)	(3,186.07)	14.67	1,158.93	14.67	1,158.93
063	X5420612 PIPE CULV CLEANED 12	L.F.	39.00	40	1,560.00	(40.00)	(1,560.00)	-	-	0	-
064	X5509900 ABANDON FILL SS	L.F.	59.00	165	9,735.00	(20.00)	(1,180.00)	145.00	8,555.00	145	8,555.00
065	X6023508 INLETS TA W/SPL F&G	EACH	1,900.00	1	1,900.00	-	-	1.00	1,900.00	1	1,900.00
066	X6060097 CLASS SI CONC OUT SPL	C.Y.	1,600.00	3.76	6,016.00	-	-	3.76	6,016.00	3.76	6,016.00
067	X7010216 TRAF CONT & PROT SPL	L.S.	24,500.00	1	24,500.00	-	-	1.00	24,500.00	1	24,500.00
068	XX006498 COMBINATION CONCRETE CURB AND SIDEWALK 4 IN	S.F.	20.00	3045	60,900.00	-	-	3,045.00	60,900.00	3045	60,900.00
069	Z0010615 CLEANING EXISTING INLETS	EACH	700.00	2	1,400.00	(2.00)	(1,400.00)	-	-	0	-
070	Z0013798 CONSTRUCTION LAYOUT	L.S.	19,200.00	1	19,200.00	-	-	1.00	19,200.00	1	19,200.00
071	Z0056608 STORM SEW WM REQ 12	L.F.	97.00	329	31,913.00	11.00	1,067.00	340.00	32,980.00	340	32,980.00

926,872.60 (15,887.25) 910,985.35 910,985.35
 0%
 865,436.08
 45,549.27

APPLICATION FOR PAYMENT NO. FOUR

To: City of Farmer City (OWNER)
From: Cross Construction, Inc. (CONTRACTOR)
Contract: Farmer City- Maple/Western Street Improvements
Project: Farmer City - Maple/ Street Improvements
OWNER's Contract No. ----- ENGINEER's Project No. 23718015.01
For Work accomplished through the date of: October 31, 2019

1.	Original Contract Price:	\$ <u>884,679.95</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>3,131.40</u>
3.	Current Contract Price (1 plus 2):	\$ <u>887,811.35</u>
4.	Total completed and stored to date:	\$ <u>695,151.25</u>
5.	Retainage (per Agreement):	
	<u>10</u> % of completed Work:	\$ <u>69,151.25</u>
	____ % of stored material:	\$ _____
	Total Retainage:	\$ <u>69,151.25</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>625,636.12</u>
7.	Less previous Application for Payments:	\$ <u>456,956.51</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ <u>169,679.61</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 11-19-19

Cross Construction, Inc.
CONTRACTOR

By: [Signature]

State of Illinois

County of Champaign

Subscribed and sworn to before me this 19th day of November, 2019.

[Signature]
Notary Public
My Commission expires: 05/09/22



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11/20/2019

Maurer-Stutz, Inc.
ENGINEER

By: [Signature]

ECJCDC No. 1910-8E (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of American and the Construction Specification Institute.

Item	Description	Unit		Plan		Change Authorizations		Adjusted		Completed	
		of Measure	Price	Qty	Value	Qty	Value	Qty	Plan Value	Qty	Value
001	20100210 TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	80.00	74	5,920.00			74.00	5,920.00	34	2,720.00
002	20800150 TRENCH BACKFILL	C.Y.	65.00	41	2,665.00			41.00	2,665.00	40	2,600.00
003	21101615 TOPSOIL FURNISH AND PLACE, 4"	S.Y.	7.00	1238	8,666.00			1,238.00	8,666.00	1000	7,000.00
004	25000100 SEEDING, CLASS 1	ACRE	11,000.00	0.25	2,750.00			0.25	2,750.00	0	-
005	25000400 NITROGEN FERTILIZER NUTRIENT	LBS	5.50	23	126.50			23.00	126.50	0	-
006	25000500 PHOSPHORUS FERTILIZER NUTRIENT	LBS	5.50	23	126.50			23.00	126.50	0	-
007	25000600 POTASSIUM FERTILIZER NUTRIENT	LBS	5.50	23	126.50			23.00	126.50	0	-
008	28100115 MULCH METHOD 2	ACRE	11,000.00	0.25	2,750.00			0.25	2,750.00	0	-
009	28000400 PERIMETER EROSION BARRIER	L.F.	7.00	237	1,659.00			237.00	1,659.00	0	-
010	28000500 INLET AND PIPE PROTECTION	EACH	180.00	21	3,780.00			21.00	3,780.00	0	-
011	28000510 INLET FILTERS	EACH	200.00	15	3,000.00			15.00	3,000.00	0	-
012	35101400 AGGREGATE BASE COURSE, TYPE B	TON	38.00	1447	54,986.00			1,447.00	54,986.00	1563	59,394.00
013	40600275 BIT MATLS PR CT	LBS	0.70	6352	4,446.40			6,352.00	4,446.40	0	-
014	40600290 BIT MATLS (TACK COAT)	LBS	1.15	2687	3,090.05			2,687.00	3,090.05	0	-
015	40600982 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	S.Y.	30.00	50	1,500.00			50.00	1,500.00	0	-
016	40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	128.00	395	50,560.00			395.00	50,560.00	0	-
017	40603310 HOT-MIX ASPHALT SURFACE COURSE MIX "C", N50	TON	143.00	338	48,334.00			338.00	48,334.00	0	-
018	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	S.Y.	70.00	351	24,570.00			351.00	24,570.00	212	14,840.00
019	42400100 PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	S.F.	11.00	4200	46,200.00			4,200.00	46,200.00	5272	57,992.00
020	42400800 DETECTABLE WARNINGS	S.F.	30.00	67	2,010.00			67.00	2,010.00	78	2,340.00
021	44000100 PAVEMENT REMOVAL	S.Y.	14.00	2533	35,462.00			2,533.00	35,462.00	2533	35,462.00
022	44000200 DRIVEWAY PAVEMENT REMOVAL	S.Y.	25.00	55	1,375.00			55.00	1,375.00	0	-
023	44000500 COMBINATION CURB AND GUTTER REMOVAL	L.F.	11.00	164	1,804.00			164.00	1,804.00	0	-
024	44000600 SIDEWALK REMOVAL	S.F.	4.00	392	1,568.00			392.00	1,568.00	0	-
025	48102100 AGGREGATE WEDGE SHOULDER, TYPE B	TON	115.00	12	1,380.00			12.00	1,380.00	0	-
026	550B0050 STORM SEWERS, CLASS B, TYPE 1 12"	L.F.	100.00	52	5,200.00			52.00	5,200.00	50	5,000.00
027	550B0380 STORM SEWERS, CLASS B, TYPE 2 15"	L.F.	105.00	70	7,350.00			70.00	7,350.00	66	6,930.00
028	55100500 STORM SEWER REMOVAL 12"	L.F.	50.00	12	600.00			12.00	600.00	12	600.00
029	56109210 WATER VALVES TO BE ADJUSTED	EACH	550.00	1	550.00			1.00	550.00	0	-
030	60218400 MANHOLES, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2,100.00	1	2,100.00			1.00	2,100.00	1	2,100.00
031	60255500 MANHOLES TO BE ADJUSTED	EACH	1,100.00	7	7,700.00			7.00	7,700.00	0	-
032	60260100 INLETS TO BE ADJUSTED	EACH	850.00	1	850.00			1.00	850.00	1	850.00
033	60260400 INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2,000.00	3	6,000.00			3.00	6,000.00	3	6,000.00
034	60263700 INLETS TO BE RECONSTRUCTED WITH NEW TYPE 9 FRAME AND GRATE	EACH	1,500.00	2	3,000.00			2.00	3,000.00	2	3,000.00
035	60500040 REMOVING MANHOLES	EACH	600.00	1	600.00			1.00	600.00	1	600.00
036	60500060 REMOVING INLETS	EACH	300.00	2	600.00			2.00	600.00	2	600.00
037	60605000 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	L.F.	64.00	159	10,176.00			159.00	10,176.00	71	4,544.00
038	67000500 ENGINEER'S FIELD OFFICE, TYPE B	MONTH	2,200.00	6	13,200.00			6.00	13,200.00	2	4,400.00
039	67100100 MOBILIZATION	L.S.	48,452.00	1	48,452.00			1.00	48,452.00	0.8	38,761.60
040	82008014 T-SYRING PEK TF 1-3/4	EACH	650.00	4	2,200.00			4.00	2,200.00	0	-
041	80026630 SHRUB REMOVAL	EACH	110.00	5	650.00			5.00	650.00	5	550.00
042	X0322917 PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	2,100.00	3	6,300.00			3.00	6,300.00	3	6,300.00
043	X2200020 FENCE REM & REINSTALL	L.F.	45.00	125	5,625.00			125.00	5,625.00	0	-
044	X4240420 PC CONC SIDEWALK 4 SP	S.F.	32.00	220.5	7,056.00			220.50	7,056.00	223.5	7,152.00
045	X6020076 INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EACH	1,800.00	7	12,600.00			7.00	12,600.00	7	12,600.00
046	X6026108 INL RECON NEW F&G SPL	EACH	1,700.00	1	1,700.00			1.00	1,700.00	1	1,700.00
047	X6026632 VALVE BOX REMOVED	EACH	250.00	1	250.00			1.00	250.00	4	1,000.00
048	X6062400 CONC GUTTER SPL	L.F.	34.00	2556	86,904.00			2,556.00	86,904.00	2607	88,638.00
049	X7010216 TRAF CONT & PROT SPL	L.S.	21,000.00	1	21,000.00			1.00	21,000.00	0.8	16,800.00
050	XX006520 AGGREGATE DRIVEWAY 6"	S.Y.	25.00	268	6,700.00			268.00	6,700.00	146	3,650.00
051	XX007379 CLEANOUT REMOVED	EACH	250.00	1	250.00			1.00	250.00	1	250.00
052	Z0013798 CONSTRUCTION LAYOUT	L.S.	17,000.00	1	17,000.00			1.00	17,000.00	0.8	13,600.00
053	Z0022800 FENCE REMOVAL	L.F.	20.00	25	500.00			25.00	500.00	25	500.00
054	Z0056648 SS 1 WAT MN 12	L.F.	120.00	12	1,440.00			12.00	1,440.00	12	1,440.00
055	Z0056650 SS 1 WAT MN 15	L.F.	105.00	220	23,100.00			220.00	23,100.00	220	23,100.00
100	100 PR MH CON TO EX SS	EACH	1,100.00	3	3,300.00			3.00	3,300.00	3	3,300.00
110	110 INLETS DBL SPL W/ SPL F&G	EACH	2,600.00	2	5,200.00			2.00	5,200.00	2	5,200.00
120	120 BASE CSE WIDENING 10.5" SPL	S.Y.	100.00	139	13,900.00			139.00	13,900.00	51	5,100.00
130	130 6 SDR-21 PR PVC WMI F B H IB	L.F.	48.00	1906	91,488.00			1,906.00	91,488.00	1893.5	90,888.00
140	140 6 GATE VALVE W VALVE BOX	EACH	2,700.00	6	16,200.00			6.00	16,200.00	6	16,200.00
150	150 8 X 6 TAP S W 6 TAP V & VB	EACH	3,200.00	1	3,200.00			1.00	3,200.00	1	3,200.00
160	160 6 X 6 TAP S W 6 TAP V & VB	EACH	3,200.00	1	3,200.00			1.00	3,200.00	1	3,200.00
170	170 4 X 4 TAP S W 6 TAP V & VB	EACH	2,900.00	1	2,900.00			1.00	2,900.00	1	2,900.00
180	180 4 LINE STOP & CAP MAIN	EACH	4,300.00	2	8,600.00			2.00	8,600.00	2	8,600.00
190	190 6 LINE STOP & CAP MAIN	EACH	4,400.00	1	4,400.00			1.00	4,400.00	1	4,400.00
200	200 FIRE HYDRANT W/6 GATE V	EACH	4,800.00	4	19,200.00			4.00	19,200.00	4	19,200.00
210	210 WATER MAIN CASING	L.F.	60.00	127	7,620.00			127.00	7,620.00	76	4,560.00
220	220 1 CORPORATION STOP	EACH	650.00	25	16,250.00			25.00	16,250.00	25	16,250.00
230	230 1 CURB STOP W/ BOX	EACH	800.00	25	20,000.00			25.00	20,000.00	21	16,800.00
240	240 1 SDR-9 PE WATER SERV LINE	L.F.	39.00	623	24,297.00			623.00	24,297.00	580	22,620.00
250	250 SELECT GRAN BACKFILL	C.Y.	60.00	305	18,300.00			305.00	18,300.00	310	18,600.00
260	260 WN PRESSURE TESTING	L.F.	6.00	1906	11,436.00			1,906.00	11,436.00	1893.5	11,361.00
270	270 WM DISINFECTION	L.F.	3.50	1906	6,671.00			1,906.00	6,671.00	1893.5	6,627.25
045a	Extra for Flowable Fill	\$	1.00	0	-	731.40	731.40	731.40	731.40	731.4	731.40
280	Meter Pit & Lid	Each	1,200.00	0	-	1.00	1,200.00	1.00	1,200.00	1	1,200.00
290	Fire Hydrant Removal	Each	600.00	0	-	2.00	1,200.00	2.00	1,200.00	2	1,200.00

884,679.95	3,131.40	887,811.35	78%	695,151.25
		Less Retention	10%	69,515.13
		Less Previous Pay Est.		456,956.51
		Due Now.		168,679.61

APPLICATION FOR PAYMENT NO. FIVE

To: City of Farmer City (OWNER)
 From: Cross Construction, Inc. (CONTRACTOR)
 Contract: Farmer City- Maple/Western Street Improvements
 Project: Farmer City – Maple/ Street Improvements
 OWNER's Contract No. ----- ENGINEER's Project No. 23718015.01
 For Work accomplished through the date of: November 27, 2019

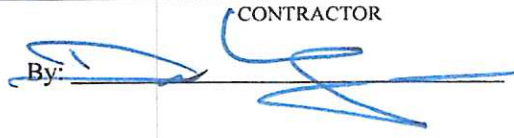
1.	Original Contract Price:	\$ <u>884,679.95</u>
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ <u>(27,635.95)</u>
3.	Current Contract Price (1 plus 2):	\$ <u>857,044.00</u>
4.	Total completed and stored to date:	\$ <u>854,844.00</u>
5.	Retainage (per Agreement):	
	<u>5</u> % of completed Work:	\$ <u>42,742.20</u>
	<u> </u> % of stored material:	\$ <u> </u>
	Total Retainage:	\$ <u>42,742.20</u>
6.	Total completed and stored to date less retainage (4 minus 5):	\$ <u>812,101.80</u>
7.	Less previous Application for Payments:	\$ <u>626,636.12</u>
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ <u>185,465.68</u>

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

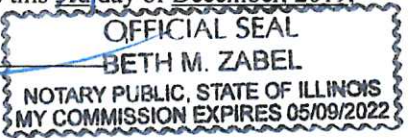
Dated 12-4-19 Cross Construction, Inc. CONTRACTOR

By: 

State of Illinois
 County of Champaign

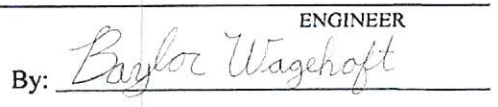
Subscribed and sworn to before me this 3rd day of December, 2019.


 Notary Public
 My Commission expires:



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 12/04/2019 Maurer-Stutz, Inc. ENGINEER

By: 

ECJCDC No. 1910-8E (1996 Edition)
 Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of American and the Construction Specification Institute.

Item	Description	Unit		Plan		Change Authorizations		Adjusted		Completed	
		of Measure	Price	Qty	Value	Qty	Value	Qty	Plan Value	Qty	Value
001	20100210 TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	80.00	74	5,920.00	(40.00)	(3,200.00)	34.00	2,720.00	34	2,720.00
002	20800150 TRENCH BACKFILL	C.Y.	65.00	41	2,665.00	(1.00)	(65.00)	40.00	2,600.00	40	2,600.00
003	21101615 TOPSOIL FURNISH AND PLACE, 4"	S.Y.	7.00	1238	8,666.00	-	-	1,238.00	8,666.00	1238	8,666.00
004	25000100 SEEDING CLASS 1	ACRE	11,000.00	0.25	2,750.00	-	-	0.25	2,750.00	0.25	2,750.00
005	25000400 NITROGEN FERTILIZER NUTRIENT	LBS	5.50	23	126.50	-	-	23.00	126.50	23	126.50
006	25000500 PHOSPHORUS FERTILIZER NUTRIENT	LBS	5.50	23	126.50	-	-	23.00	126.50	23	126.50
007	25000600 POTASSIUM FERTILIZER NUTRIENT	LBS	5.50	23	126.50	-	-	23.00	126.50	23	126.50
008	25100115 MULCH, METHOD 2	ACRE	11,000.00	0.25	2,750.00	(0.25)	(2,750.00)	-	-	0	-
009	28000400 PERIMETER EROSION BARRIER	L.F.	7.00	237	1,659.00	(237.00)	(1,659.00)	-	-	0	-
010	28000500 INLET AND PIPE PROTECTION	EACH	180.00	21	3,780.00	(21.00)	(3,780.00)	-	-	0	-
011	28000510 INLET FILTERS	EACH	200.00	15	3,000.00	(15.00)	(3,000.00)	-	-	0	-
012	35101400 AGGREGATE BASE COURSE, TYPE B	TON	38.00	1447	54,986.00	116.00	4,408.00	1,563.00	59,394.00	1563	59,394.00
013	40800275 BIT MATLS PR CT	LBS	0.70	6352	4,446.40	(6,352.00)	(4,446.40)	-	-	0	-
014	40800290 BIT MATLS (TACK COAT)	LBS	1.15	2687	3,090.05	(2,650.00)	(3,047.50)	37.00	42.55	37	42.55
015	40800982 HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	S.Y.	30.00	50	1,500.00	-	-	50.00	1,500.00	50	1,500.00
016	40803080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	128.00	395	50,560.00	(27.00)	(3,456.00)	368.00	47,104.00	368	47,104.00
017	40803310 HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	143.00	338	48,334.00	86.00	12,298.00	424.00	60,632.00	424	60,632.00
018	42300200 PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	S.Y.	70.00	351	24,570.00	(134.00)	(9,380.00)	217.00	15,190.00	217	15,190.00
019	42400100 PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	S.F.	11.00	4200	46,200.00	1,072.20	11,794.20	5,272.20	57,994.20	5272.2	57,994.20
020	42400800 DETECTABLE WARNINGS	S.F.	30.00	67	2,010.00	11.00	330.00	78.00	2,340.00	78	2,340.00
021	44000100 PAVEMENT REMOVAL	S.Y.	14.00	2533	35,462.00	-	-	2,533.00	35,462.00	2533	35,462.00
022	44000200 DRIVEWAY PAVEMENT REMOVAL	S.Y.	25.00	55	1,375.00	-	-	55.00	1,375.00	55	1,375.00
023	44000500 COMBINATION CURB AND GUTTER REMOVAL	L.F.	11.00	164	1,804.00	-	-	164.00	1,804.00	164	1,804.00
024	44000600 SIDEWALK REMOVAL	S.F.	4.00	392	1,568.00	-	-	392.00	1,568.00	392	1,568.00
025	48102100 AGGREGATE WEDGE SHOULDER, TYPE B	TON	115.00	12	1,380.00	26.00	2,990.00	38.00	4,370.00	38	4,370.00
026	550B0050 STORM SEWERS, CLASS B, TYPE 1 12"	L.F.	100.00	52	5,200.00	(2.00)	(200.00)	50.00	5,000.00	50	5,000.00
027	550B0360 STORM SEWERS, CLASS B, TYPE 2 15"	L.F.	105.00	70	7,350.00	(4.00)	(420.00)	66.00	6,930.00	66	6,930.00
028	55100500 STORM SEWER REMOVAL, 12"	L.F.	50.00	12	600.00	-	-	12.00	600.00	12	600.00
029	56109210 WATER VALVES TO BE ADJUSTED	EACH	550.00	1	550.00	-	-	1.00	550.00	1	550.00
030	60218400 MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2,100.00	1	2,100.00	-	-	1.00	2,100.00	1	2,100.00
031	60255500 MANHOLES TO BE ADJUSTED	EACH	1,100.00	7	7,700.00	(2.00)	(2,200.00)	5.00	5,500.00	5	5,500.00
032	60260100 INLETS TO BE ADJUSTED	EACH	850.00	1	850.00	-	-	1.00	850.00	1	850.00
033	60260400 INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	2,000.00	3	6,000.00	-	-	3.00	6,000.00	3	6,000.00
034	60263700 INLETS TO BE RECONST WITH NEW TYPE 9 FRAME AND GRATE	EACH	1,500.00	2	3,000.00	-	-	2.00	3,000.00	2	3,000.00
035	60500040 REMOVING MANHOLES	EACH	600.00	1	600.00	-	-	1.00	600.00	1	600.00
036	60500060 REMOVING INLETS	EACH	300.00	2	600.00	-	-	2.00	600.00	2	600.00
037	60805000 COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6 24	L.F.	64.00	159	10,176.00	(88.00)	(5,632.00)	71.00	4,544.00	71	4,544.00
038	67000500 ENGINEER'S FIELD OFFICE, TYPE B	MONTH	2,200.00	6	13,200.00	(3.00)	(6,600.00)	3.00	6,600.00	3	6,600.00
039	67100100 MOBILIZATION	L.S.	48,452.00	1	48,452.00	-	-	1.00	48,452.00	1	48,452.00
040	B2006014 T-SYRING PEK TF 1-3/4	EACH	550.00	4	2,200.00	-	-	4.00	2,200.00	4	2,200.00
041	K0029830 SHRUB REMOVAL	EACH	110.00	6	660.00	(1.00)	(110.00)	5.00	550.00	5	550.00
042	X0322917 PROPOSED STORM SEWER CONN TO EX MANHOLE	EACH	2,100.00	3	6,300.00	-	-	3.00	6,300.00	3	6,300.00
043	X2200020 FENCE REM & REINSTALL	L.F.	45.00	125	5,625.00	-	-	125.00	5,625.00	125	5,625.00
044	X4240420 PC CONC SIDEWALK 4 SP	S.F.	32.00	220.5	7,056.00	3.00	96.00	223.50	7,152.00	223.5	7,152.00
045	X6020076 INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EACH	1,800.00	7	12,600.00	-	-	7.00	12,600.00	7	12,600.00
046	X6026108 INL RECON NEW F&G SPL	EACH	1,700.00	1	1,700.00	-	-	1.00	1,700.00	1	1,700.00
047	X6026632 VALVE BOX REMOVED	EACH	250.00	1	250.00	3.00	750.00	4.00	1,000.00	4	1,000.00
048	X6062400 CONC GUTTER SPL	L.F.	34.00	2556	86,904.00	51.00	1,734.00	2,607.00	88,638.00	2607	88,638.00
049	X7010216 TRAF CONT & PROT SPL	L.S.	21,000.00	1	21,000.00	-	-	1.00	21,000.00	1	21,000.00
050	XX006520 AGGREGATE DRIVEWAY 6"	S.Y.	25.00	268	6,700.00	(81.00)	(2,025.00)	187.00	4,675.00	187	4,675.00
051	XX007379 CLEANOUT REMOVED	EACH	250.00	1	250.00	-	-	1.00	250.00	1	250.00
052	Z0013798 CONSTRUCTION LAYOUT	L.S.	17,000.00	1	17,000.00	-	-	1.00	17,000.00	1	17,000.00
053	Z0022800 FENCE REMOVAL	L.F.	20.00	25	500.00	-	-	25.00	500.00	25	500.00
054	Z0056848 SS 1 WAT MN 12	L.F.	120.00	12	1,440.00	-	-	12.00	1,440.00	12	1,440.00
055	Z0056650 SS 1 WAT MN 15	L.F.	105.00	220	23,100.00	-	-	220.00	23,100.00	220	23,100.00
100	100 PR MH CON TO EX SS	EACH	1,100.00	3	3,300.00	-	-	3.00	3,300.00	3	3,300.00
110	110 INLETS DBL SPL W/ SPL F&G	EACH	2,600.00	2	5,200.00	-	-	2.00	5,200.00	2	5,200.00
120	120 BASE CSE WIDENING 10.5" SPL	S.Y.	100.00	139	13,900.00	(88.00)	(8,800.00)	51.00	5,100.00	51	5,100.00
130	130 6 SDR-21 PR PVC WMI F B H IB	L.F.	48.00	1906	91,488.00	(12.50)	(600.00)	1,893.50	90,888.00	1893.5	90,888.00
140	140 6 GATE VALVE W VALVE BOX	EACH	2,700.00	6	16,200.00	-	-	6.00	16,200.00	6	16,200.00
150	150 8 X 6 TAP S W 6 TAP V & VB	EACH	3,200.00	1	3,200.00	-	-	1.00	3,200.00	1	3,200.00
160	160 6 X 6 TAP S W 6 TAP V & VB	EACH	3,200.00	1	3,200.00	-	-	1.00	3,200.00	1	3,200.00
170	170 4 X 4 TAP S W 6 TAP V & VB	EACH	2,900.00	1	2,900.00	-	-	1.00	2,900.00	1	2,900.00
180	180 4 LINE STOP & CAP MAIN	EACH	4,300.00	2	8,600.00	-	-	2.00	8,600.00	2	8,600.00
190	190 6 LINE STOP & CAP MAIN	EACH	4,400.00	1	4,400.00	-	-	1.00	4,400.00	1	4,400.00
200	200 FIRE HYDRANT W/6 GATE V	EACH	4,800.00	4	19,200.00	-	-	4.00	19,200.00	4	19,200.00
210	210 WATER MAIN CASING	L.F.	60.00	127	7,620.00	(51.00)	(3,060.00)	76.00	4,560.00	76	4,560.00
220	220 1 CORPORATION STOP	EACH	650.00	25	16,250.00	-	-	25.00	16,250.00	25	16,250.00
230	230 1 CURB STOP W/ BOX	EACH	800.00	25	20,000.00	(4.00)	(3,200.00)	21.00	16,800.00	21	16,800.00
240	240 1 SDR-9 PE WATER SERV LINE	L.F.	39.00	623	24,297.00	(43.00)	(1,677.00)	580.00	22,620.00	580	22,620.00
250	250 SELECT GRAN BACKFILL	C.Y.	60.00	305	18,300.00	5.00	300.00	310.00	18,600.00	310	18,600.00
260	260 WN PRESSURE TESTING	L.F.	6.00	1906	11,436.00	(12.50)	(75.00)	1,893.50	11,361.00	1893.5	11,361.00
270	270 WM DISINFECTION	L.F.	3.50	1906	6,671.00	(12.50)	(43.75)	1,893.50	6,627.25	1893.5	6,627.25
045a	Extra for Flowable Fill	\$	1.00	0	-	731.40	731.40	731.40	731.40	731.4	731.40
280	Meter Pit & Lid	Each	1,200.00	0	-	1.00	1,200.00	1.00	1,200.00	1	1,200.00
290	Fire Hydrant Removal	Each	600.00	0	-	2.00	1,200.00	2.00	1,200.00	2	1,200.00
300	AUP - Concrete Pavement Patch	S.Y.	87.98	0	-	45.00	3,959.10	45.00	3,959.10	45	3,959.10

884,679.95	(27,635.95)	857,044.00	100%	854,844.00
		2,200.00		
		Less Retention	5%	42,742.20
		Less Previous Pay Est.		627,983.11
		Due Now.		184,118.69



Contractor's Application for Payment No. 1

Application Period:	From: 10/01/19	To: 11/19/19	Application Date: 11/19/19
From (Contractor):	Leminder Construction Inc.		
Contract:	Farmer City Pool Addition		
Contractor's Project No.:	19013		
Owner: City of Farmer City	Via (Engineer):	Fehr Graham	
Owner's Contract No.:	Engineer's Project No.:	18-657	

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ 733,350.00
			2. Net change by Change Orders..... \$
			3. Current Contract Price (Line 1 + 2)..... \$ 733,350.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 138,498.60
			5. RETAINAGE:
			a. 10% X \$138,498.60 Work Completed..... \$ 13,849.86
			b. 10% X _____ Stored Material..... \$
			c. Total Retainage (Line 5a + Line 5b)..... \$ 13,849.86
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 124,648.74
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
			8. AMOUNT DUE THIS APPLICATION..... \$ 124,648.74
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 608,701.26
TOTALS			
NET CHANGE BY CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Dana A. Shumway Date: 11-19-19

Payment of: \$ 124,648.74
(Line 8 or other - attach explanation of the other amount)

is recommended by: *Dana A. Shumway* 11-19-19
(Engineer) (Date)

Payment of: \$ 124,648.14
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding Agency (if applicable) _____ (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

Per (Contract)		Farmer City Pool Addition		Application Number: I			
Application Period:		From	Thru	Application Date:			
		10/01/19	11/19/19	11/19/19			
Specification Section No.	A Description	B Contractor	C Work Completed		E Materials Presently Stored (net in C or D)	F Total Completed and Stored to Date (C + D + E)	G Balance to Finish (B - F)
			D Scheduled Value (\$)	F From Previous Application (C+D)			
DIV 01 GENERAL REQUIREMENTS							
	Project Mobilization	Leander Construction	\$12,000.00			\$12,000.00	100%
	Insurance and Bonds	Leander Construction	\$14,667.00			\$14,667.00	100%
	General Conditions	Leander Construction	\$58,668.00			\$11,146.92	19%
	Overhead & Profit	Leander Construction	\$66,001.50			\$12,540.29	19%
	Project Administrative Set Up	Leander Construction	\$12,000.00			\$12,000.00	100%
	Shop Drawings	Leander Construction	\$8,500.00			\$3,400.00	40%
	Project Management	Leander Construction	\$25,949.00			\$4,930.31	19%
DIV 02 SITEWORK							
	Mobilization	BEB Excavating	\$7,150.00			\$7,150.00	100%
	Remove Concrete Deck Material	BEB Excavating	\$24,924.00			\$24,924.00	100%
	Remove 20x15 Pool	BEB Excavating	\$581.25			\$581.25	100%
	Remove 42x20 Pool	BEB Excavating	\$1,878.60			\$1,878.60	100%
	Lift and Dispose of Top Pool Wall Sections	BEB Excavating	\$2,845.00			\$2,845.00	100%
	Remove Pergola & Reset It	BEB Excavating	\$4,575.00			\$2,287.50	50%
	Surge Tank Excavation	BEB Excavating	\$2,381.25			\$2,381.25	100%
	Zero Entry Pool Excavation	BEB Excavating	\$2,812.50			\$2,812.50	100%
	Excavation For Top Pool Wall Forms	BEB Excavating	\$1,818.75			\$1,818.75	100%
	Surge Tank Backfill-Clean Rock - Labor	BEB Excavating	\$1,754.30			\$1,754.30	100%
	Surge Tank Backfill-Clean Rock - Material	BEB Excavating	\$1,058.40			\$1,058.40	100%
	Zero Entry Pool Backfill-Clean Rock - Labor	BEB Excavating	\$1,066.25			\$1,066.25	100%
	Zero Entry Pool Backfill-Clean Rock - Material	BEB Excavating	\$621.00			\$621.00	100%
	Backfill New Top Pool Wall Section - Labor	BEB Excavating	\$2,140.10			\$2,140.10	100%
	Backfill New Top Pool Wall Section - Material	BEB Excavating	\$4,485.00			\$4,485.00	100%
	6" CA-6 Under Surge Tank - Labor	BEB Excavating	\$742.50			\$742.50	100%
	6" CA-6 Under Surge Tank - Material	BEB Excavating	\$345.00			\$345.00	100%
	6" CA-6 Under Zero Entry Pool - Labor	BEB Excavating	\$1,485.00			\$1,485.00	100%
	6" CA-6 Under Zero Entry Pool - Material	BEB Excavating	\$690.00			\$690.00	100%
	6" CA-6 Under New Pool Deck - Labor	BEB Excavating	\$24,543.75			\$24,543.75	100%
	6" CA-6 Under New Pool Deck - Material	BEB Excavating	\$13,685.00			\$13,685.00	100%
	Infill Existing Filter - Labor	BEB Excavating	\$1,330.00			\$1,330.00	100%
	Infill Existing Filter - Material	BEB Excavating	\$920.00			\$920.00	100%
	New Pipe Excavation - Labor	BEB Excavating	\$12,794.60			\$12,794.60	100%
	New Pipe Trench Backfill - Labor	BEB Excavating	\$8,085.00			\$8,085.00	100%
	New Pipe Trench Backfill - Material	BEB Excavating	\$7,590.00			\$7,590.00	100%
	Temporary Fence	Hohulin Fence Company	\$3,250.00			\$3,250.00	100%
	Removal Existing Fence - Labor	Hohulin Fence Company	\$310.00			\$310.00	100%
	Removal Existing Fence - Material	Hohulin Fence Company	\$2,880.00			\$2,880.00	100%
	New Chain Link Fence Installation - Labor	Hohulin Fence Company	\$13,200.00			\$13,200.00	100%
	New Chain Link Fence Installation - Material	Hohulin Fence Company	\$12,839.29			\$12,839.29	100%
	Demo - Labor	Leander Construction	\$5,500.00			\$4,675.00	85%
	Demo - Material	Leander Construction	\$3,500.00			\$2,975.00	85%
Page Total			\$371,566.84			\$118,000.87	

**CONTRACTOR'S RECEIPT FOR PAYMENT
AND WAIVER OF LIEN TO DATE**

The undersigned **Leander Construction, Inc.** has been employed by **City of Farmer City** (Owner) for the construction of the building or buildings known as **Pool Addition** on the following described premises:

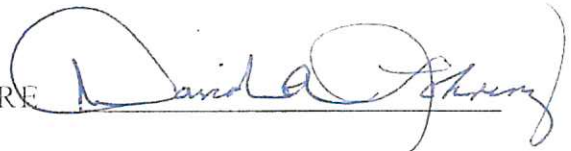
605 N. John
Farmer City, IL 61842

situate, lying and being in the City of Farmer City, County of DeWitt and State of Illinois.

The undersigned does hereby acknowledge receipt from the Owner the sum of: *one hundred twenty-four thousand, six hundred forty-eight dollars and seventy-four cents (\$124,648.74)* and does hereby waive and release any and all lien, or claims, or right to lien, under the statutes of the State of Illinois relating to mechanic's liens, on the above described building or buildings and premises and on any money, bonds, or warrants due or to become due to Contractor from Owner on account of any labor or materials, or both, furnished by the undersigned to or on account of the Contractor or the Owner for the above described premises through the date of the Waiver.

EXECUTED THIS 19th day of November 2019.

SIGNATURE



TITLE: Vice President

Subscribed and sworn to before me
this 19th day of November 2019.



Notary Public

