

**REGULAR CITY COUNCIL MEETING  
FARMER CITY, ILLINOIS  
MONDAY, FEBRUARY 03, 2020  
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 January 06, 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. Approval of Design engineering agreement with Prairie Engineers for \$50,000 for watermain replacement along Market St, Main St, James St, High St and West St.
- B. **Ordinance 1045** An Ordinance Approving a Redevelopment Agreement by and Between the City of Farmer City, DeWitt County, IL and Sarah Reynolds in Connection with the Redevelopment Project Area at 113 N Main St.
- C. Purchase of 2020 F450 4x4 flatbed truck for the electric department not to exceed the amount of \$59,121.00
- D. Discussion on Amending the Municipal Code of the City of Farmer City of Chapter 110 Section 16: Retailer's Licenses; Classes and Fees.

**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

**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  
JANUARY 06, 2020 6 p.m.**

**Roll call**

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

**Pledge of allegiance to the flag**

**Proclamations/presentations**

**Public Comment**

**SECTION I: CONSENT AGENDA**

- A. Approval of the minutes of the December 09, 2019 council meeting
- B. Fund Warrant List

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

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

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

1. Discussion regarding approving a TIF redevelopment agreement by and between the City of Farmer City, DeWitt County, IL and Sarah Reynolds for 113 S Main St.  
Sarah Reynolds is interested in buying 113 S Main St on contract with the seller Keith Godin over the next 5 years and is asking council for TIF money in order to improve the property. Purchase price and improvements are estimated to be approximately \$60,069. City manager McLaughlin advised that we generally allocate up to 30% in grants. Concerns were voiced regarding past instances where grants were used to improve property and the businesses closed. McLaughlin said the Council could look at a claw back provision or payments over time. McLaughlin will prepare a draft agreement for review and bring it back for the February council meeting.
2. Approval of Payout #2 to Leander Construction for the Pool Addition in the amount of \$23,074.35.  
**MOTION** by Kelley to approve Payout #2 to Leander Construction for the Pool Addition in the amount of \$23,074.35. Seconded by Burden. Voted unanimously. Motion carried.
3. Approval of Payout #5 to Schomburg & Schomburg for I74 improvements in the amount of \$132,514.55.  
\$35,000 was withheld from this payout in order to cover regrading and finishing touches in the spring.  
**MOTION** by Burden to approve Payout #5 to Schomburg & Schomburg

for I74 improvements in the amount of \$132,514.55. Seconded by McKinley. Voted unanimously. Motion carried.

4. Discussion regarding purchase of flat bed truck for the electric department.

City manager McLaughlin informed the board that the state is not offering state bid price at this time. She has provided council with estimates for both gas and diesel truck options and flatbed options. The electric department's preference is the diesel option. The truck will be more fuel efficient as a diesel and last longer. It will be used to carry transformers and spools of wire et. Council agreed. McLaughlin will bring the final package back in February for council approval.

**SECTION IV: EXECUTIVE SESSION –**

**SECTION V: OTHER ITEMS**

**1. City manager report**

City Manager McLaughlin stated that staff was currently working on year end matters. She will be handing out a budget timeline soon. Consultants will be in town on Wednesday to view the I74 development area. McLaughlin also wanted to inform the residents and council that nothing was going on with the grocery store. The bank that owns the property had workers at the location to fix the plumbing. The city is still waiting on the permit from the state for the pool. And recycling calendars are available at city hall and will be enclosed with the next utility bill.

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

**ADJOURNMENT**

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

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Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
<b>100</b>		
WATTS COPY SYSTEMS INC	188.67	ADM COPIER
U.S. BANK	11.00	USPO
AT & T	37.96	ADM PHONE
U.S. BANK	230.00	MEMBERSHIP
SUE MCLAUGHLIN	84.68	GRANT WORKSHOP CANTON IL
City of Farmer City	305.82	ADM
PRIME TIME CLEANING & JANIT	93.44	CLEANING SUPPLIES
U.S. BANK	5.31	XMAS CARDS
U.S. BANK	489.97	OFFICE DEPOT
U.S. BANK	88.39	OFFICE DEPOT
U.S. BANK	44.95	WIRELESS DATA NET
U.S. BANK	100.00	MISC
U.S. BANK	32.77	MISC
AMERICAN LEGAL PUBLISHING	2,171.00	2019 S9 FOLIO SUPPLIMENT
MCGRATH HUMAN RESOURCE	1,000.00	MANAGEMENT ASSESSMENT
U.S. BANK	104.85	OFFICE DEPOT
City of Farmer City	31.06	POLICE
DEWITT COUNTY SHERIFF OFF	5.00	REPORT REQUEST REIMBURSEMENT
FITORE UNIFORMS	1,194.90	VEST COVERS/ TAGS/ POUCHES
U.S. BANK	20.05	USPO
Evergreen FS Inc	766.59	POLICE FUEL
City of Farmer City	327.59	STREET
U.S. BANK	6.99	OFFICE DEPOT
Progressive Chemical	185.00	12X18 SNOW ROUTE SIGNS
Evergreen FS Inc	201.73	STREET FUEL
City of Farmer City	278.58	PARK
NUTOYS LEISURE PRODUCTS	3,306.00	PLAYGROUND EQUIPMENT
City of Farmer City	64.77	POOL
Total 100:	11,377.07	
<b>270</b>		
Maxwell Counters	22,660.71	DUST SYSTEM RECONFIGUARTION
Total 270:	22,660.71	
<b>280</b>		
U.S. BANK	37.82	MISC
Total 280:	37.82	
<b>510</b>		
FRONTIER	85.52	WATER PHONE
City of Farmer City	2,256.43	WATER
Evergreen FS Inc	215.18	WATER FUEL
Total 510:	2,557.13	
<b>520</b>		
PDC Laboratories Inc.	219.20	SEW-OTHER PROFESSIONAL SERVICES
Environmental Resources Train	600.00	SEWER - REGISTRATION FEE
City of Farmer City	9,759.12	SEWER
CHEMSEARCH	1,053.17	CHEMICALS FOR WATER AND COOLING\
Evergreen FS Inc	53.80	SEWER FUEL
Total 520:	11,685.29	



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Vendor Name	Net Invoice Amount
530	
U.S. BANK	43.80 SUPPLIES
U.S. BANK	228.77 SUPPLIES
U.S. BANK	244.35 SUPPLIES
U.S. BANK	16.99 OFFICE DEPOT
Evergreen FS Inc	107.59 ELEC FUEL
Drake Scruggs	168.76 ELE - SELECTOR VALVE TRUCK 6
BHMG ENGINEERS	209.21 PROJECT 1011 SC
	<hr/>
Total 530:	1,019.47
	<hr/>
Grand Totals:	49,337.49
	<hr/> <hr/>

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Vendor Name	Net Invoice Amount	
<b>100</b>		
SMITHAMUNDSEN	250.00	PHONE SERVICES
Civic Sytems LLC	4,294.00	ADM - COMPUTER SOFTWARE SERVICE ORDERS
PRESTO X PEST CONTROL	43.00	ADM - PEST CONTROL
PRESTO X PEST CONTROL	43.00	ADM - PEST CONTROL
NEOFUNDS BY NEOPOST	185.00	EQUIPMENT RENTAL
PRIME TIME CLEANING & JANIT	399.61	CLEANING SERVICE
FRONTIER	430.30	ADM
FRONTIER	42.09	ADM
FRONTIER	211.42	ADM
FRONTIER	6.00	ADM
FRONTIER	42.22	ADM
FRONTIER	311.12	ADM
NICOR Gas	240.99	CITY HALL HEAT
Mediacom	276.30	ADM-MISC CONTRACTUAL
SIMPLIFIED COMPUTERS	855.00	QUARTERLY FEE
Absopure Water Co	60.40	ADM - DRINKING WATER
FUTURA	180.13	500 PURCHASE ORDERS
AMERICAN LEGAL PUBLISHING	495.00	YEARLY INTERNET RENEWAL
AMERICAN LEGAL PUBLISHING	171.80	2019 S9 FOLIO SUPPLIMENT
Walker Tire Service	596.00	POLICE TIRES
Walker Tire Service	12.00	POLICE TIRES
TECHNOLOGY MANAGEMENT	132.81	DIS - MISCELLANEOUS CONTRACTUAL
Xerox Capital Services LLC	80.60	COPIER CONTRACT
DEWITT COUNTY TREASURER	36,566.06	DISPATCH FEES
FRONTIER	6.00	POL PHONE
FRONTIER	498.65	POLICE PHONE
CHAMPAIGN COUNTY REGION	772.00	POLICE ANNUAL TRAINING
True Value of LeRoy	120.00	TOILET FOR REAR BATHROOM
SIMPLIFIED COMPUTERS	45.00	LABOR REMOTE
Municipal Electronics Inc.	412.90	reMOTE FOR CROWN RADAR
PF Pettibone & Co.	17.00	POLICE - ID CARDS
FRONTIER	84.68	STREET
NICOR ADVANCED ENERGY	322.53	GAS CHARGES
RUSH TRUCK CENTER	465.00	DUMP TRUCK REPAIR
RUSH TRUCK CENTER	86.90	DUMP TRUCK REPAIR PARTS
Progressive Chemical	79.88	ECO SOFT JUMBO TISSUE
Progressive Chemical	147.90	TWISTOIL
Progressive Chemical	419.10	24" TYPE I COMBOCADE
MITCHELL'S TRUCKING	278.12	STS CA6 TRUCKING ONLY
FRONTIER	355.98	POOL
FRONTIER	203.58	POOL
FRONTIER	6.39	POOL
Total 100:	50,246.46	
<b>170</b>		
FEHR GRAHAM	1,608.10	CAPITAL PROJ POOL
MAURER-STUTZ	923.75	I-74 W/S EXTENSION
MAURER-STUTZ	210.50	I-74 W/S EXTENSION
AREA DISPOSAL	535.20	DUMPSTER
Total 170:	3,277.55	
<b>270</b>		
MAURER-STUTZ	15,165.00	TIF 2 ENGINEERING
MAURER-STUTZ	657.50	TIF 2 ENGINEERING
MAURER-STUTZ	10,104.84	TIF 2 ENGINEERING

Vendor Name	Net Invoice Amount	
MORAN ECONOMIC DEVELOP	760.00	MAXWELL COUNTERS TIF EVAL
MORAN ECONOMIC DEVELOP	570.00	113 S MAIN RENOV.
Total 270:	27,257.34	
<b>490</b>		
AREA DISPOSAL	11,753.30	MONTHLY GARBAGE SERVICE
AREA DISPOSAL	8.03	MONTHLY GARBAGE SERVICE
Total 490:	11,761.33	
<b>510</b>		
Julie Inc.	312.60	WATER LOCATES
WATER SOLUTIONS UNLIMITED	648.00	CHLORINE
WATER SOLUTIONS UNLIMITED	345.00	ORTHO PHOSPHATE
WATER SOLUTIONS UNLIMITED	270.00	FLUORIDE
WATER SOLUTIONS UNLIMITED	35.00	DELIVERY CHARGE
Progressive Chemical	48.54	SHIPPING
Water Products Co.	121.15	6" REPAIR CLAMP
Water Products Co.	16.00	PARTS FOR A METER REPAIR
MIDWEST METER INC.	3,600.00	METER ERTS
Total 510:	5,396.29	
<b>520</b>		
NAPA	34.68	WIPER FOR SEWER TRUCK
NAPA	8.58	WIPER FLUID
CLASPILL AUTOMOTIVE	237.85	BRAKE REPAIR SEWER TRUCK
PDC Laboratories Inc.	92.23	SEW-CHEM SUPPLIES
PDC Laboratories Inc.	92.19	SEW-CHEM SUPPLIES
PDC Laboratories Inc.	92.19	SEW-CHEM SUPPLIES
Julie Inc.	312.60	SEWER LOCATES
AQUA-AEROBIC SYSTEMS INC	78,288.75	FILTER REHAB
AQUA-AEROBIC SYSTEMS INC	525.31	SAND FOR FILTER
Total 520:	79,684.38	
<b>530</b>		
Drake Scruggs	168.76	ELE - SELECTOR VALVE TRUCK 6
Julie Inc.	312.60	ELE - MISC CONTRACTUAL
FRONTIER	157.12	ELEC PHONE
FRONTIER	6.00	ELEC PHONE
FRONTIER	157.16	ELEC PHONE
NICOR Gas	582.85	ELE-UTILITIES
NICOR Gas	2,919.44	ELE-UTILITIES
Office Machine Repair	10.00	ELE - COPY MACHINE RENTAL
Progressive Chemical	93.70	CAST THUMBS UP
Progressive Chemical	97.15	WYPALL L40
Progressive Chemical	25.52	SHIPPING
EXLINE INC	254.75	VALVE LEVER OPERATED
EXLINE INC	283.27	AIR VALVE
EXLINE INC	24.18	GASKET
EXLINE INC	25.00	PACKING AND HANDLING
EXLINE INC	15.05	FREIGHT
AMALGAMATED BANK OF CHIC	475.00	REGISTRAR AND PAYING AGENT
Brownstown Electric Supply Inc	2,460.00	EVOLVE LIGHTS
Brownstown Electric Supply Inc	2,790.00	EVOLVE LIGHTS
ANIXTER INC	1,300.00	ALUM STREET LIGHT ARMS

Vendor Name	Net Invoice Amount
Total 530:	12,157.55
Grand Totals:	189,780.90

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## CITY OF FARMER CITY, ILLINOIS

105 South Main Street  
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

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### MEMO

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Date: February 3, 2020

To: City Council

From: Sue McLaughlin, ICMA-CM  
City Manager

RE: CDAP grant application engineering contract

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In an effort to replace more water main in town, Water Supt. Calvin Florey and I discussed the best areas to strike next. The state's Community Development Block Grant program offers grants to replace water and sewer mains if it assists areas of low to moderate income families.

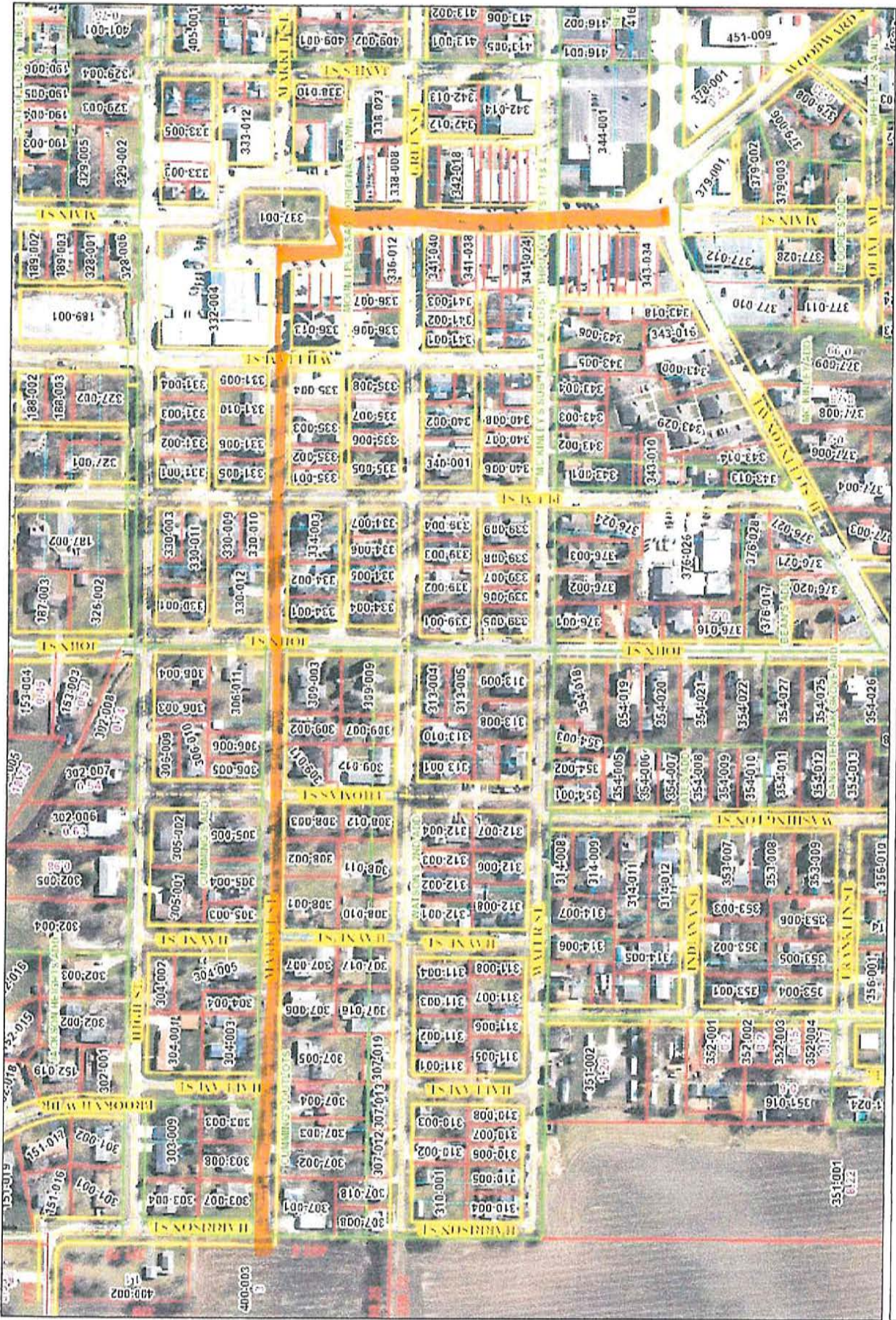
We determined the oldest watermain in town would be most helpful for lead mitigation and safety, if we're able to qualify it. The deadline to apply for the grant is July 30 so we need to get the project engineered before applying. In an effort to "spread the wealth" on engineering services, I reached out to Prairie Engineers, which I've worked with in the past. They have extensive grant experience and are prepared to engineer this project and assist with the grant application.

Attached is their proposal to engineer 5,000 feet of water main along Market Street, Main Street, James Street, High Street and West Street (see attached maps). Under this grant, we can apply for water improvements including replacement of water lines and fire hydrants as well as street repairs made necessary by water improvement activities. These lines are the oldest in town and have many lead joints and low-pressure fire hydrants.

If we do not receive the grant, Calvin and I will try to budget this work via EPA loans or pay-as-you-go financing over the next couple of fiscal years. We can also apply again next year working with the feedback we receive from the state.

The proposed fee is \$50,000 which will be paid for with leftover bond proceeds from previous infrastructure work at John Street and Maple Street. Both of those projects came in more than \$70,000 under budget for engineering, which provides more than enough funds to engineer this project.





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Enter Map Title...  
Web Print: 03/26/2019



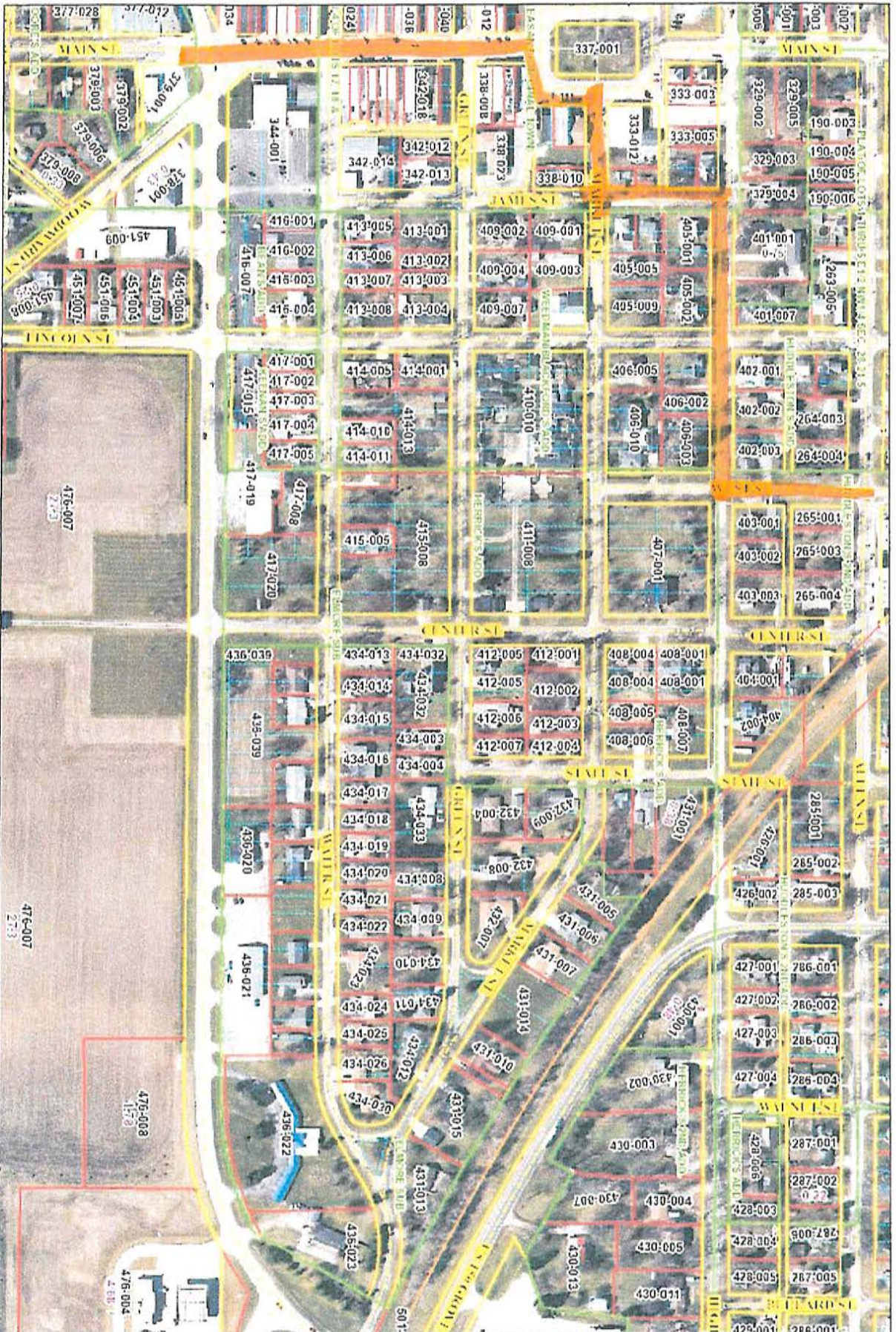
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



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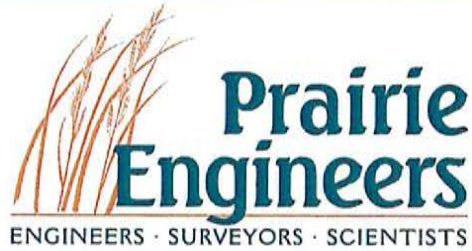
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Web Print: 03/26/2019



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May 16, 2019

City of Farmer City  
Attn: Sue McLaughlin  
105 S Main St.  
Farmer City, IL 61842

**RE: Proposal for Design Engineering Services  
Water Main Replacement  
Market Street, Main Street, James Street, High Street, and West Street**

Dear Ms. McLaughlin:

Prairie Engineers, P.C. (PRAIRIE) is pleased to submit this proposal for providing design engineering services related to the replacement of approximately 5,000 feet of water main along Market Street, Main Street, James Street, High Street, and West Street. This proposal letter describes the limits of our scope of services and fees. The attached General Terms and Conditions are incorporated into this agreement.

#### **SCOPE OF SERVICES**

Prairie Engineers will perform the following tasks:

##### **TOPOGRAPHIC SURVEYS**

- PRAIRIE will perform a field topographic survey
- PRAIRIE will coordinate a JULIE design level locate and include visible surface features of utilities within the design area
- It is assumed that all water main replacement will take place within existing right-of-way. If any work is identified during the design phase that will be located outside of existing right-of-way, easement plats may be required. This work is NOT included in our scope of services but can be provided for an additional fee if required.

##### **PERMITTING**

- PRAIRIE will prepare and submit an Illinois Environmental Protection Agency permit on behalf of Farmer City. We do not anticipate any additional permits based on the location of the project. If any other federal, state, or local permits are identified to be needed during the design phase, we will notify the City but have NOT included applying for those permits in our scope of services. Farmer City shall pay all applicable permitting fees.

##### **DESIGN DRAWINGS**

- PRAIRIE will prepare construction plans, specifications, and estimates for approximately 5,000 feet of PVC water main.



MEETINGS

- PRAIRIE will attend up to two (2) design coordination meetings with Farmer City personnel.

Items not included in this Scope of Services that will be required if the City pursues construction of this project include Bidding Services, Construction Administration, and Construction Observation. These items will be developed at a later date under separate agreement.

**SCHEDULE AND FEE**


PRAIRIE can begin work on this project immediately following receipt of this signed agreement. PRAIRIE anticipates work will be completed within 90 days of the commencement of work.

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of a \$50,000 lump sum fee. Billings will be issued monthly on the estimated percentage of the total Scope of Services that has been completed through that date.

**ACCEPTANCE**

If this proposal is acceptable, please execute the "Acceptance of Proposal for Professional Services" below and return one copy to us. We appreciate the opportunity to be of service to you on this project. Please call me if you have any questions concerning this proposal.

Sincerely,  
PRAIRIE ENGINEERS, P.C.



Lisa Kramer, P.E.  
President

**Acceptance of Proposal for Professional Services**

Project Name: Farmer City Water Main Replacement  
 Project Number: 256.1901  
 Date: May 16, 2019  
 Fee: \$50,000 Lump Sum

*Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.*

Name: Address: 105 S Main St.  
 Signature: City, State, Zip: Farmer City, IL 61842  
 Client Name: City of Farmer City Telephone:





## GENERAL CONDITIONS

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**1. Invoices:** Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. CLIENT shall compensate Prairie Engineers, P.C. (PRAIRIE) for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse PRAIRIE for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by PRAIRIE. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to PRAIRIE per PRAIRIE's current fee schedules.

**2. Termination:** This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, PRAIRIE will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

**3. Reuse of Documents:** All documents including reports, drawings, specifications, and electronic media furnished by PRAIRIE pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by PRAIRIE will be at CLIENT's sole risk, and without liability to PRAIRIE, and CLIENT shall indemnify and hold harmless PRAIRIE from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle PRAIRIE to further compensation at rates to be agreed upon by CLIENT and PRAIRIE.

**4. Standard of Care:** Services performed by PRAIRIE under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

**5. General Liability Insurance and Limitation:** PRAIRIE is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits which PRAIRIE considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. Within the limits and conditions of such insurance, PRAIRIE agrees to indemnify and save CLIENT harmless from any loss, damage or liability arising directly from any negligent act or omission by PRAIRIE. PRAIRIE shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. PRAIRIE shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which PRAIRIE has no supervision or control.

**6. Suspension of Services:** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PRAIRIE may suspend performance of services upon five (5) calendar days' notice to CLIENT. PRAIRIE shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

**7. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor PRAIRIE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and PRAIRIE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

**8. Contingency Fund:** The Client and PRAIRIE acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against PRAIRIE or sub-contractors and subconsultants with respect to any payments within the limit of the contingency





## GENERAL CONDITIONS

reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

**9. Additional Limitation:** In recognition of the relative risks and benefits of the Project to both the CLIENT and PRAIRIE, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided PRAIRIE cannot expose itself to damages disproportionate to the nature and scope of PRAIRIE's services or the compensation payable to it hereunder. Therefore, the CLIENT agrees to limit its remedies against PRAIRIE arising from PRAIRIE's professional acts, errors or omissions, in any action based on strict liability, breach of contract or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or PRAIRIE's total net fee for services rendered on the Project, whichever is greater. This limitation pertains to PRAIRIE and its employees, and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and PRAIRIE shall include in this Agreement the amount of such limit and the additional compensation to be paid to PRAIRIE for assumption of such additional risk. CLIENT must notify PRAIRIE in writing, before PRAIRIE commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against PRAIRIE and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, PRAIRIE will proceed on the basis that the total remedies against PRAIRIE is limited as set forth above.

**10. Personal Liability:** It is intended by the parties to this Agreement that PRAIRIE's services in connection with the Project shall not subject PRAIRIE's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against PRAIRIE, an Illinois corporation, and not against any of PRAIRIE's individual employees, officers or directors.

**11. Assignment:** Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by PRAIRIE as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

**12. Statutes of Repose and Limitation:** All legal causes of action between the parties to this Agreement shall accrue and any

applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date PRAIRIE's services are completed or terminated.

**13. Dispute Resolution:** In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and PRAIRIE agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation.

**14. Authority and Responsibility:** PRAIRIE shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

**15. Right of Entry:** CLIENT shall provide for PRAIRIE's right to enter property owned by CLIENT and/or others in order for PRAIRIE to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of PRAIRIE.

**16. Utilities:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against PRAIRIE, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from PRAIRIE or other persons encountering utilities or other man-made objects that were not called to PRAIRIE's attention or which were not properly located on plans furnished to PRAIRIE. CLIENT further agrees to compensate PRAIRIE for any time or expenses incurred by PRAIRIE in defense of any such claim, in accordance with PRAIRIE's prevailing fee schedule and expense reimbursement policy.





## GENERAL CONDITIONS

**17. Job Site:** Services performed by PRAIRIE during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. PRAIRIE will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. PRAIRIE will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. PRAIRIE will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

**18. Opinions of Cost:** Since PRAIRIE has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but PRAIRIE cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

**19. Shop Drawing Review:** CLIENT agrees that PRAIRIE's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with PRAIRIE's design intent and conformance with information given in the construction documents. PRAIRIE shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of his responsibilities to review shop drawings and approve them in these respects before submitting them to PRAIRIE.

**20. Confidentiality:** Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the

receiving party in connection with this Agreement, and said party shall not disclose such information to any third party.

**21. Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or PRAIRIE. PRAIRIE's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against PRAIRIE because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and PRAIRIE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

**22. Severability:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

**23. Survival:** Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

**24. Entire Agreement:** This Agreement is the entire Agreement between the CLIENT and PRAIRIE. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and PRAIRIE.

**25. Modification to the Agreement:** CLIENT or PRAIRIE may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of PRAIRIE's compensation, to which CLIENT and PRAIRIE mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

**26. Governing Law:** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**ORDINANCE NO. 1045**

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

**WHEREAS**, Sarah Reynolds (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 3rd day of February, 2020, by roll call vote, as follows:

AYES (Names): \_\_\_\_\_

NAYS (Names): \_\_\_\_\_

ABSENT (Names): \_\_\_\_\_

**PASSED** this 3rd day of February 2020.

\_\_\_\_\_  
City Clerk

**APPROVED** this 3rd day of February 2020.

\_\_\_\_\_  
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 3<sup>rd</sup> day of February 2020.

\_\_\_\_\_  
City Clerk

(SEAL)

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**REDEVELOPMENT AGREEMENT**

**by and between the**

**CITY OF FARMER CITY, ILLINOIS**

**and**

**SARAH REYNOLDS**

Dated as of February 3, 2020

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**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 February 3, 2020, 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 **Sarah Reynolds** 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 renovations, repairs and facade improvements of an existing private building upon the Property and other Project Costs.

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

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

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

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

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

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

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

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

**“TIF Financing”** means financing arrangements to or for the benefit of the Developer

arising out of the TIF Act which pay or reimburse redevelopment project costs in whole or in part.

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

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

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

## **ARTICLE II** **REPRESENTATIONS AND WARRANTIES**

**Section 2.1. Representations and Warranties of the City.** 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 a natural person.

(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 and owner of the Property shall have entered into a binding, written agreement for Developer to acquire fee simple title to the Property within five (5) years and a memorandum of said agreement shall have been recorded with the DeWitt County, Illinois Recorder.
- (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 \$20,000 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:

SARAH REYNOLDS  
113 S. Main  
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: \_\_\_\_\_

**SARAH REYNOLDS**

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: PT LTS 6, 7 & 8 BLK 10 – BEG 25S NW COR LT 6, S26, E122, N26,  
W122 to POB ORIGINAL TOWN OF FARMER CITY

Address: 113 S. Main Street, Farmer City, IL 61842 (located in TIF #3-Forward TIF)

PIN: 05-28-338-020



C H A M P A I N



Vehicle	2020 F450 4X4 DRW	2020 F450 4X4 DRW			
MSRP	60,320	60,320			
Discount	9,072	9,072			
Fleet/Rebate/Bus Choice					
Aftermarket/Flatbed	7416	4376			
Adjusted Total	58,664	55,624			
Doc/EVR	300	300	300	200.94	200.94
Tax			\$12.56	\$12.56	\$12.56
Lic&Title	160	160	326	196	196
Total Out the Door	59,121	56,084	\$409.50	\$409.50	\$409.50

Village of Farmer City X

Date:

Ordinance No. \_\_\_\_\_

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An Ordinance Amending Chapter 110: Alcoholic Liquor

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**Whereas**, the City of Farmer City supports its annual festival Heritage Days; and

**Whereas**, the Illinois Municipal Code (65 ILCS 5/11-5-9) authorizes corporate authorities of any municipality to adopt ordinances to regulate the sale of alcoholic liquor within its city limits; and

**Whereas**, Heritage Days is requesting an amendment to the Alcoholic Liquor Code to allow for a festival license of their own; and

**NOW, Therefore**, be it ordained by the Mayor and City Council of the City of Farmer City as follows, to-wit:

Section 1. Sub - Section 110.16(A)(3) of Section 110.16 entitled "Retailer's Licenses; Classes and Fees" of Chapter 110, entitled "Alcoholic Liquors", of the Farmer City Code, is hereby added as set forth below:

§110.16(A)(3)

(A)(3) Class A2 license is a festival license that may be issued to holders of existing Class A or Class A1 licenses wishing to have special functions for the sale of all alcohol, for consumption on the premises only. The location for such may be any location within the city limits as approved by the city council. The festival license shall be valid for no more than four (4) consecutive days.

- (a) Prior to the issuance of the Class A2 license, the proposed license holder shall provide evidence to the local liquor commissioner of dram shop liability insurance issued by reputable insurance company doing business in the State of Illinois in limits no less than required by the Illinois Dram Shop Act (as amended or replaced).
- (b) Hours of the sale of alcoholic liquor during festivals shall be limited Monday through Saturday eleven a.m. to one a.m. the following day. December 31<sup>st</sup> hours shall be from six a.m. on December 31<sup>st</sup> until three a.m. on January 1<sup>st</sup>.
- (c) No Class A2 liquor license shall be issued without a background check as provided in this chapter, the recommendation of the liquor commissioner and approval by the city council.
- (d) The fee shall be ~~one hundred-fifty~~ dollars for each day the festival, payable in advance.
- (e) The application for any such Class A2 license shall be submitted to the Local Commissioner at least 21 days, but no earlier than ninety (90) days prior to the date of use.
- (f) Special Festival Regulations. In addition to the other regulations provided in this chapter relating to the sale of alcoholic liquor, the following regulations shall apply to

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Commented [SM1]: I'm not sure this makes sense - if its no earlier than 90 days, then 21 days would certainly not be allowed.



festivals authorized by the liquor commissioner and the city council. To the extent that other provisions of this chapter are inconsistent with the special festival regulations, these special festival regulations shall apply:

- (i) No sales of alcohol in bottles ~~or cans~~ and no package liquor sales shall be permitted. ~~All sales of alcohol shall be in plastic cups only.~~
- (ii) No other license holder shall sell, give, deliver or make available alcoholic liquor for consumption on festival premises, as defined by the liquor commissioner on the Class A2 license.
- (iii) Whenever feasible, the festival premises shall be delineated by appropriate barriers, fencing or other markings.
- (iv) The Class A2 license holder shall provide appropriate security personnel, sufficient in number to monitor the sale, delivery and consumption of alcoholic liquor. In the event additional city police officers are required to assure appropriate security, the license holder shall reimburse the city of such additional personnel cost.
- (v) Class A2 Festival license holders shall not be required to serve food as a meal or at a table as otherwise may be required under this chapter.
- (vi) No person, entity of business establishment shall be issued more than four Class A2 festival licenses in a calendar year.
- (vii) The applicant for a Class A2 festival license must submit a written request for approval of the festival to city council, the written request to specify the nature of the festival and provide information regarding the festival, including but not limited to the following:
  - A. Delineation of the festival premises;
  - B. Whether any portion of the festival will be conducted off of the license holder's premises;
  - C. Whether streets, parking lots or other public rights-of-way will be used or closed during festival;
  - D. The manner in which the festival grounds will be fenced or roped off from the general public
  - E. If the proposed license includes any premises or area not beneficially owned or duly leased or licensed by the applicant for full period for which such temporary license is to be issued, the application shall include a signed statement by the owner of the proposed premises or area that the owner has freely and fully consented to the issuance of such temporary license may be issued without first advising the Local Commissioner in writing of such revocation.

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Commented [SM2]: They did not want cans prohibited because of how they purchase their beer from the distributor.

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**Section 24.** Sub - Section 110.16(I) of Section 110.16 entitled "Retailer's Licenses; Classes and Fees" of Chapter 110, entitled "Alcoholic Liquors", of the Farmer City Code, is hereby amended to read as set forth below:

§110.16(I)

(I)(1) Class I license is a festival license that may be issued to educational, civic, service,

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charitable or other not-for-profit organizations or authorized companies wishing to have special functions for the sale of all alcohol, for consumption on the premises only. The location for such may be any location within the city limits as approved by the city council. The festival license shall be valid for no more than four (4) consecutive days.

(2) Prior to the issuance of the Class I license, the proposed license holder shall provide evidence to the local liquor commissioner of dram shop liability insurance issued by reputable insurance company doing business in the State of Illinois in limits no less than required by the Illinois Dram Shop Act (as amended or replaced), ~~said insurance to cover activities on the entire festival premises.~~

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(3) Hours of the sale of alcoholic liquor during festivals shall be limited Monday through Saturday eleven a.m. to one a.m. the following day. December 31<sup>st</sup> hours shall be from six a.m. on December 31<sup>st</sup> until three a.m. on January 1<sup>st</sup>.

(4) No Class I liquor license shall be issued without a background check as provided in this chapter, the recommendation of the liquor commissioner and approval by the city council.

(5) The fee shall be ~~fifty one hundred~~ dollars for each day the festival, payable in advance.

(6) The application for any such Class I license shall be submitted to the Local Commissioner at least 21 days, but no earlier than ~~ninety (90)~~<sup>30</sup> days prior to the date of use. If more than two applications are submitted on the ~~ninetieth (90<sup>th</sup>)~~<sup>thirtieth</sup> day prior to the proposed date of use, a lottery of all valid and complete applications shall be used to determine who shall be granted the two Class I licenses. There shall be no more than one Class I license issued at any one time, unless otherwise approved by the city council.

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(7) Special Festival Regulations. In addition to the other regulations provided in this chapter relating to the sale of alcoholic liquor, the following regulations shall apply to festivals authorized by the liquor commissioner and the city council. To the extent that other provisions of this chapter are inconsistent with the special festival regulations, these special festival regulations shall apply:

~~(a) No sales of alcohol in bottles or cans and no package liquor sales shall be permitted.~~

~~All sales of alcohol shall be in plastic cups only.~~

~~(a) No other license holder shall sell, give, deliver or make available alcoholic liquor for consumption on festival premises, as defined by the liquor commissioner on the Class I license.~~

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(b) Whenever feasible, the festival premises shall be delineated by appropriate barriers, fencing or other markings.

(c) The Class I license holder shall provide appropriate security personnel, sufficient in number to monitor the sale, delivery and consumption of alcoholic liquor. In the event additional city police officers are required to assure appropriate security, the license holder shall reimburse the city of such additional personnel cost.

(d) Class I Festival license holders shall not be required to serve food as a meal or at a table as otherwise may be required under this chapter.

(e) No person, entity of business establishment shall be issued more than four Class I festival licenses in a calendar year.

(f) The applicant for a Class I festival license must submit a written request for approval of the festival to city council, the written request to specify the nature of the festival and provide information regarding the festival, including but not limited to the following:

Commented [SM3]: We should probably say something to the effect of "only an A-2 licenseholder shall..."

(i) Delineation of the festival premises;

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- (ii) Whether any portion of the festival will be conducted off of the license holder's premises;
- (iii) Whether streets, parking lots or other public rights-of-way will be used or closed during festival;
- (iv) The manner in which the festival grounds will be fenced or roped off from the general public
- (v) If the proposed license includes any premises or area not beneficially owned or duly leased or licensed by the applicant for full period for which such temporary license is to be issued, the application shall include a signed statement by the owner of the proposed premises or area that the owner has freely and fully consented to the issuance of such temporary license may be issued without first advising the Local Commissioner in writing of such revocation.

**Section 32. Effective Date.** The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

**Section 43. Conflict.** All other ordinances or parts of ordinances which are in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby superseded.

**Section 54. Publication.** The City Clerk is hereby authorized and directed to cause this Ordinance to be published in pamphlet form immediately after passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,  
 COUNTY OF DEWITT, ILLINOIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
 2020+19.

AYES: \_\_\_ NAYES: \_\_\_ ABSTAIN: \_\_\_ ABSENT: \_\_\_

ATTESTED:

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

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