

**REGULAR CITY COUNCIL MEETING  
105 S MAIN ST  
FARMER CITY, ILLINOIS  
MONDAY AUGUST 16, 2021  
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 –

**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 August 2, 2021 council minutes
- B. Fund Warrant List

**UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.**

**NEW BUSINESS--Ordinances and resolutions for initial consideration**

- A. Award of bid to \_\_\_\_ for \$\_\_\_\_ for the MFT Road program (E. Green St, S. Lincoln and Oak Ln).
- B. Ordinance 1073 An Ordinance approving a redevelopment agreement by and between the City of Farmer City and Pearl Trucking in connection with 714 Main St (Corneglio Ag) and 606 N James (Pearl Trucking LLC).

**EXECUTIVE SESSION**

**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  
AUGUST 2, 2021 6 p.m.**

**Roll call**

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

**Pledge of allegiance to the flag**

**Proclamations/presentations**

**Public Comment**

**CONSENT AGENDA**

- A. Approval of the minutes of the July 19, 2021 council meeting
- B. Fund Warrant List  
**MOTION** by McKinley to approve consent agenda. Seconded by Friedrich.  
Voted unanimously. Motion carried.

**UNFINISHED BUSINESS** - Ordinances or resolutions previously tabled

**NEW BUSINESS** – Ordinances and resolutions for initial consideration

- A. Approve appointment of Jason Strough to council.  
Mayor Scott Testory moved to appoint Jason Strough to council.  
**MOTION** by McKinley to approve the appointment of Jason Strough to council. Seconded by Walsh. Voted unanimously. Motion carried.
- B. Resolution 2021-62 Resolution authorizing the expenditure of one-third the cost of sidewalks in accordance with the public sidewalk installation and replacement program for 217 E High St.  
Ronald Vance has applied for the city to supply 1/3 payment for sidewalk replacement. He must still get approval from the Clark Foundation. Council has agreed to approve the city's 1/3 with the stipulation that the replacement be concrete.  
**MOTION** by McKinley to approve Resolution 2021-62 Resolution authorizing the expenditure of one-third the cost of sidewalks in accordance with the public sidewalk installation and replacement program for 217 E High St. Seconded by Friedrich. Voted unanimously. Motion carried.
- C. Ordinance 1072 An Ordinance Approving a Redevelopment Agreement by and Between the City of Farmer City and Stuart Jenkins in connection with 201 S Main St  
This item was removed from the agenda

**EXECUTIVE SESSION** –

**OTHER ITEMS**

- 1. **City manager report**  
City manager McLaughlin reminded residents that the city is selling 420 N John St. This

announcement has been published once. McLaughlin has filed with IML for ARPA money totaling \$250,000. The first installment should arrive in approximately 30 days. This money must be used for water/sewer projects and must qualify under certain criteria. The money will probably be used for a 2<sup>nd</sup> tertiary filter.

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

It was asked whether the mulch at the street garage could be taken by residents. McLaughlin stated that it could but the tub-grinding company that was hired to grind will be taking it away soon so get it quick.

**ADJOURNMENT**

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

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Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
<b>100</b>		
City of Farmer City	340.94	ADM
City of Farmer City	85.72	POLICE
City of Farmer City	208.86	STREET
City of Farmer City	571.00	PARK
City of Farmer City	1,435.20	POOL
	<u>          </u>	
Total 100:	2,641.72	
	<u>          </u>	
<b>510</b>		
City of Farmer City	1,157.02	WATER
	<u>          </u>	
Total 510:	1,157.02	
	<u>          </u>	
<b>520</b>		
City of Farmer City	8,261.96	SEWER
	<u>          </u>	
Total 520:	8,261.96	
	<u>          </u>	
<b>530</b>		
City of Farmer City	12,787.46	ELECTRIC
	<u>          </u>	
Total 530:	12,787.46	
	<u>          </u>	
Grand Totals:	24,848.16	
	<u>          </u>	
	<u>          </u>	

Vendor Name	Net Invoice Amount	
<b>100</b>		
EVANS FROEHLICH BETH AND	17.50	ADM LEGAL
PRESTO X PEST CONTROL	47.00	ADM - PEST CONTROL
MIDWEST MAILING AND SHIPPI	561.00	ADM - FOLDER INSERTER
FRONTIER	80.00	ADM
FRONTIER	223.60	ADM
PRAIRIE ENGINEERS	116.25	JOHN ST BIDS
Absopure Water Co	18.00	ADM - DRINKING WATER
AREA DISPOSAL	4,765.04	100511929
EVANS FROEHLICH BETH AND	157.50	COUNCIL LEGAL
EVANS FROEHLICH BETH AND	350.00	COUNCIL LEGAL
CLASPILL AUTOMOTIVE	84.40	OIL CHANGE BROWN
CLASPILL AUTOMOTIVE	90.36	OIL CHANGE BALLARD EXPLORER
CLASPILL AUTOMOTIVE	265.88	OIL CHANGE CROWN VIC
PF Pettibone & Co.	309.80	POLICE - CITATION BOOKS
EVANS FROEHLICH BETH AND	140.00	POLICE
SPRINT	124.09	POL TELEPHONE
FRONTIER	340.49	POL PHONE
PF Pettibone & Co.	34.00	IDS POLICE
Evergreen FS Inc	2,274.93	POLICE FUEL
LEHIGH HANSON, INC.	249.31	CA6 ROCK
MITCHELL'S TRUCKING	300.92	TRUCKING
SPRINT	49.50	ST - TELEPHONE
FRONTIER	103.45	STREET
Progressive Chemical	239.87	STREET SUPPLIES
CORNGELIO AG	84.15	STREET SUPPLIES
Evergreen FS Inc	462.71	STREET FUEL
PRESTO X PEST CONTROL	45.00	POOL PEST CONTROL
FRONTIER	146.01	POOL
Midland Paper Company	386.55	POOL
CORNGELIO AG	27.57	POOL SUPPLIES
Total 100:	12,094.88	
<b>170</b>		
PRAIRIE ENGINEERS	14,375.00	ENGINEERING SIDEWALKS
Total 170:	14,375.00	
<b>250</b>		
EVANS FROEHLICH BETH AND	70.00	LIB LEGAL
Total 250:	70.00	
<b>270</b>		
MAURER-STUTZ	7,026.29	SRTS
MAURER-STUTZ	2,257.50	POOL PARKING LOT IMPROVEMENT
EVANS FROEHLICH BETH AND	70.00	TIF 3 LEGAL
Hoerr Construction Inc.	153,805.00	CONTRATOR FOR SEWER DEPT
Total 270:	163,158.79	
<b>280</b>		
SEALTITE INSULATION INC	5,834.13	BUS DIST
Total 280:	5,834.13	

Vendor Name	Net Invoice Amount	
<b>490</b>		
AREA DISPOSAL	11,757.79	MONTHLY GARBAGE SERVICE
Total 490:	11,757.79	
<b>510</b>		
NICOR GAS	41.06	WATER GAS
WATER SOLUTIONS UNLIMITED	683.00	WATER CHEM SUPPLIES
CORNGELIO AG	71.65	WATER SUPPLIES
Evergreen FS Inc	308.47	WATER FUEL
ANIXTER INC	3,818.33	WATER
PRAIRIE ENGINEERS	7,958.15	WATER
Total 510:	12,880.66	
<b>520</b>		
CORNGELIO AG	130.52	SEWER SUPPLIES
MAURER-STUTZ	700.00	NPDES PER ASSITANCE
MAURER-STUTZ	3,612.75	CMOM PLAN
WATER SOLUTIONS UNLIMITED	1,429.97	SEWER CHEMICALS
Evergreen FS Inc	462.71	SEWER FUEL
ANIXTER INC	3,818.33	SEWER REPAIR AND SUPPLIES
PRAIRIE ENGINEERS	7,958.15	SEWER
Total 520:	18,112.43	
<b>530</b>		
QUADIENT FINANCE USA INC.	250.00	POSTAGE
SPRINT	49.50	ELE - TELEPHONE
FRONTIER	174.93	ELEC PHONE
NICOR GAS	129.24	ELE-UTILITIES
NICOR GAS	1,222.23	ELE-UTILITIES
Midland Paper Company	436.61	ELE - SUPPLIES
Office Machine Repair	10.00	COPIER
CORNGELIO AG	64.72	ELE SUPPLIES
CHEMSEARCH	620.92	MB 1000 25LBS
Evergreen FS Inc	347.03	ELEC FUEL
ANIXTER INC	3,818.34	ElecTRIC REPAIR AND REPLACE
Total 530:	7,123.52	
Grand Totals:	245,407.20	



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: August 16, 2021

To: City Council

From: Sue McLaughlin, ICMA-CM  
City Manager

RE: TIF requests – Pearl Trucking

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We received two separate TIF grant requests from Russell Pearl of Pearl Trucking. The first one is for Corneglio Ag at 714 N Main St. Mr. Pearl is the owner of the property now and would like to pave the parking lot. He has submitted two quotes – one for \$8,800 and the other for \$10,200. We would recommend a 20% grant for this request using the \$8,800 quote, which would be a \$1,760 grant.

The second request is for his Pearl Trucking location at 606 N James. He would like to utilize TIF funds to pave this parking lot as well. He has submitted two quotes for this job, one for \$32,200 and one for \$36,000. We would recommend a 20% grant for this project using the \$32,200 quote for \$6,440.

City Attorney Joe Chamley suggested we could place both grants under the same agreement and list each of them. So, the recommendation for TIF grants to Russell Pearl for Pearl Trucking would be \$8,200 (\$1,760 for N Main St and \$6,440 for N James). Both of these projects will increase the value of the property, diminish gravel dust and improve the area. While both of these locations are within the Forward TIF, we will be utilizing (borrowing) TIF 2 funds, which is allowed but the audit will reflect a negative balance in the Forward TIF.

TAX INCREMENT FINANCING ASSISTANCE APPLICATION

Note that applications must be reviewed and approved before the project begins. Any costs incurred before the project is approved are not eligible for TIF funds. Also, if there is a significant change in the scope of the project after the application has been approved, the applicant must reapply with the scope of the new project.)

Applicant Information

Applicant name RUSSELL PEARL

Business name CORAEGLIO AG

Mailing address 714 N. MAIN ST. FARMER CITY

Applicant phone number 217-202-6314 Fax number 309 928 5395

E-mail address RUSSELLPEARL@FRONTIER.COM

Grant recipient's name ~~CORAEGLIO AG~~ PEARL TRUCKING LLC

Grant recipient's Social Security number OR Federal employer identification number (FEIN) \_\_\_\_\_

Type of business entity
Individual [X] corporation
partnership [ ] other [ ]

Building information (please attach a copy of the deed to the property)

Building name ~~CORAEGLIO AG~~ PEARL TRUCKING LLC

Building address 714 N. MAIN ST, FARMER CITY

How is the title to the property held?
individual [ ] corporation [ ] land trust [ ]
partnership [ ] limited liability company [X] other [ ]

Same as grantee? [ ] yes [ ] no

Name(s) of property owner(s) RUSSELL PEARL

(NOTE: All beneficial owners of a land trust, members of a limited liability company and partners in a partnership must be listed.)

Owner(s) telephone numbers RUSSELL PEARL 217-202-6314



**Property information**

Property index number(s) 05-29-144-006

**Project information**

Current use(s): HARDWARE STORE

General project description: CONCRETE PAD AND DIG OUT  
PARKING LOT 6" BACKFILL WITH ASPHALT MILLINGS  
TRYING TO KEEP DUST/DIRT TO A MINIMUM IN THE STORE.

Project financing

bank  private  other SELF

Bank name FIRST STATE BANK OF FOREST

Bank address MATHEMET IL

Bank contact NICK SCHNEIDER

Contact's telephone number 217-590-1010

Escrow agent (if applicable) N/A

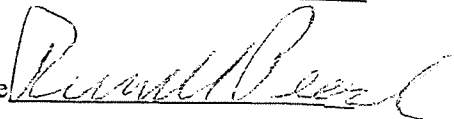
Escrow institution N/A

Escrow institution's address N/A

Escrow agent's telephone number N/A

Received (date). \_\_\_\_\_

Applicant's signature



3  
15664

258910

RECORDED ON:

02/03/2021 02:43:08 PM

RECORDING FEE	62.00
RHSP	9.00
STATE STAMPS	39.00
COUNTY STAMPS	19.50

DEWITT IL COUNTY RECORDER  
 DANA SMITH, CLERK RECORDER  
 NUMBER OF PAGES: 3

**ADMINISTRATOR'S DEED**  
**AND RELEASE OF**  
**ESTATE'S INTEREST**  
**IN REAL ESTATE**

MAIL TO:  
 Russell Pearl  
 Pearl Trucking LLC  
 220 N. Plum  
 Farmer City, Illinois 61842

NAME & ADDRESS OF  
 TAXPAYER:  
 Russell Pearl  
 Pearl Trucking LLC  
 220 N. Plum  
 Farmer City, Illinois 61842

(RECORDER'S STAMP)

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT

DEWITT COUNTY - IN PROBATE

IN THE MATTER OF THE ESTATE OF )  
 RICHARD C. CORNEGLIO, JR., ) NO. 19-P-41  
 DECEASED )

THE GRANTOR, FIRST STATE BANK OF FORREST, by and through its Branch Manager, NICK SCHNEIDER, as Independent Administrator of the Estate of Richard C. Corneglio, Jr., Deceased, pursuant to the power and authority given in Section 28-8 of the Illinois Probate Act, as amended, also pursuant to the order to sell real estate entered by the DeWitt County Circuit Court on January 6, 2021, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt of which is hereby acknowledged,

CONVEYS AND WARRANTS to PEARL TRUCKING LLC, the following described real estate:

A part of the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 21 North, Range 5 East of the 3rd Principal Meridian, DeWitt County, Illinois, more particularly described as follows: Beginning at the point of intersection of the East line of Main Street in Weedman and McCord's Addition to Farmer City, Illinois, with the Northeasterly property line of the Peoria & Eastern Railway Company. From said point of beginning thence Southeast 264.38 feet along said Northeasterly property line, said Northeasterly property line forming an angle of 41°42' measured South to Southeast with said East line to a point which is 219 feet Northwest of the East line



of said Northwest 1/4 as measured along said Northeasterly property line, thence Southwest 67 feet along a line which forms a right angle with said Northeasterly property line to a point which is 33 feet normally distant Northeast from the centerline of the present main track of the Peoria & Eastern Railway Company, thence Northwest 189.13 feet along a line which is parallel to and 33 feet normally distant Northeast from said centerline to the East line of Main Street, thence North 100.78 feet along said East line to the point of beginning, situated in the County of DeWitt, in the State of Illinois.

This conveyance is subject to all easements, restrictions and reservations of record; subject to easement for public roadways; subject to general real estate taxes for the years 2020 and thereafter.

The Grantor, First State Bank Of Forrest, by and through its Branch Manager, Nick Schneider, is the Independent Administrator of the Estate of Richard C. Corneglio, Jr., under Case No. 2019-P-41, currently being probated in the DeWitt County Circuit Court, Clinton, Illinois.

**RELEASE OF ESTATE'S INTEREST IN REAL ESTATE**

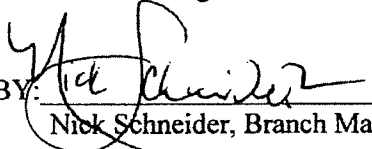
Decedent, Richard C. Corneglio, Jr., whose place of residence at the time of his death was 1200 N. Main Street, Farmer City, DeWitt County, Illinois, who died on September 5, 2019, owned the above described business real estate at the time of his death.

Acting pursuant to Section 28-8(i) and 28-10(a) of the Illinois Probate Act, as amended, the undersigned releases the estate's interest in said real estate to the Grantees.

Said property does not act as Homestead for the Grantor.

Dated this 3rd day of February, 2021.

FIRST STATE BANK OF FORREST,  
Independent Administrator of the Estate of  
Richard C. Corneglio, Jr., Deceased

BY:   
Nick Schneider, Branch Manager

Parcel Nos: 05-28-144-006

Property Address: 714 N. Main Street, Farmer City, Illinois 61842

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF DEWITT         )

I, the undersigned, a Notary Public, in and for the above county and state, do hereby certify that First State Bank of Forrest, Independent Administrator of the Estate of Richard C. Corneglio, Jr., by and through its Branch Manager, Nick Schneider, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this 3rd day of February, 2021.



*Janelle E. Sams-Thomas*  
\_\_\_\_\_  
Notary Public

THIS INSTRUMENT PREPARED BY:

BRYCE A. LYNCH 6297077  
TAYLOR & LYNCH  
216 SOUTH CENTER STREET  
P.O. BOX 478  
CLINTON, IL 61727  
TEL: (217) 935-2183  
FAX: (217) 935-8219  
E-MAIL: attorneys@dewittcountylaw.com

Mike Brandt Concrete  
 419 N. Center St.  
 Farmer City, IL 61842

P101010177

PROPOSAL NO.
SHEET NO.
DATE

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
NAME Russ Pearl Trucking	ADDRESS Carnegie Ag
ADDRESS 320 N. Plum St.	North Main St.
Farmer City, IL 61842	DATE OF PLANS Farmer City, IL 61842
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of \_\_\_\_\_

Excavate area approx 10'x30'x6"  
 pour 6" thick concrete pad with mesh  
 dowel into existing pad.  
 Excavate parking lot to accommodate  
 3-4" recycle asphalt, spread and compact  
 recycle; haul off spoils

Pad - \$1800.00  
 Excavate - 7000.00

Total - \$8800.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \_\_\_\_\_

Dollars (\$ 8800.00 ) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

*Michael W Brandt*

Per \_\_\_\_\_

Note — this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# DOSS CONSTRUCTION

Kitchens, Bathrooms, Room Additions, Windows and Siding



Farmer city, IL 61842

(217) 898-6887



Owner - Joel Doss

DATE July 15 2021

Conway Ave  
716 N Main St  
Farmer City IL

	Concrete pad. For Loading Area Core Rock Drive out per m. u.s. En.		
	10' X 7'4" X 6" Concrete pad. 7 yds. wire mesh		
		Concrete pad.	\$ 2300.00
	Drive Way Work. 2 - man. Working Time.		\$ 1000.00

FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% APPLIED TO THE PREVIOUS BALANCE BEFORE DEDUCTING PAYMENTS OF CREDITS SHOWN ON THIS STATEMENT.



TAX INCREMENT FINANCING ASSISTANCE APPLICATION

Note that applications must be reviewed and approved before the project begins. Any costs incurred before the project is approved are not eligible for TIF funds. Also, if there is a significant change in the scope of the project after the application has been approved, the applicant must reapply with the scope of the new project.)

Applicant Information

Applicant name RUSSELL PEARL

Business name PEARL TRUCKING LLC

Mailing address 220 N. PLUM FARMER CITY

Applicant phone number 217-202-6314 Fax number 309-928-5395

E-mail address RUSSELL@FRONTIER.COM

Grant recipient's name PEARL TRUCKING LLC

Grant recipient's Social Security number OR Federal employer identification number (FEIN) 46-1420341

Type of business entity
individual corporation
partnership X other LLC

Building information (please attach a copy of the deed to the property)

Building name PEARL TRUCKING LLC (SHOP)

Building address 606 N. JAMES FARMER CITY

How is the title to the property held?
individual corporation land trust
partnership X limited liability company other

Same as grantee? yes no

Name(s) of property owner(s) RUSSELL PEARL

(NOTE: All beneficial owners of a land trust, members of a limited liability company and partners in a partnership must be listed.)

Owner(s) telephone numbers RUSSELL PEARL 217-202-6314



**Property information**

Property index number(s) 05-28-202-013

**Project information**

Current use(s): MAINTENANCE SHOP

General project description:

NEW CONCRETE PARKING AREA IN FRONT OF BUILDING, KEEP DIRT & MUD OUT OF BUILDING

Project financing

bank  private  other SELF

Bank name Fisher National Bank

Bank address 1501 E Oak St, Mahomet, IL 61853

Bank contact Jordan Rock

Contact's telephone number 217-586-1136

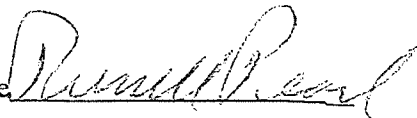
Escrow agent (if applicable) N/A

Escrow institution N/A

Escrow institution's address N/A

Escrow agent's telephone number N/A

Received (date) \_\_\_\_\_

Applicant's signature 

37  
3

11383 + 12267

**QUITCLAIM DEED**

MAIL TO:  
Pearl Trucking LLC  
220 N. Plum  
Farmer City, IL 61842

SEND TAX BILL TO:  
Pearl Trucking LLC  
220 N. Plum  
Farmer City, IL 61842

Image# 000262080003 Type: OFF  
Recorded: 01/08/2013 at 01:31:00 PM  
Page 1 of 3  
Fees: \$37.00  
IL Rental Housing Fund: \$10.00  
DeWitt County Recorder  
Dana Smith Clerk Recorder  
Book 462 Page 265 - 267  
File **237846**

THE GRANTOR, RUSSELL A. PEARL and RUSSELL PEARL, d/b/a Pearl Trucking, of the City of Farmer City, County of DeWitt and State of Illinois, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, CONVEYS and QUITCLAIMS to PEARL TRUCKING LLC, an Illinois limited liability company, of the City of Farmer City, County of DeWitt and State of Illinois, all interest in the following described Real Estate in the County of DeWitt and State of Illinois, to wit:

Attached as Exhibit "A"

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois.

This transaction is exempt under the provisions of 35 ILCS 200/31-45 (e) of the Real Estate Transfer Tax Act.

DATED this 28<sup>th</sup> day of December, 2012.

Russell A. Pearl (SEAL)  
RUSSELL A. PEARL

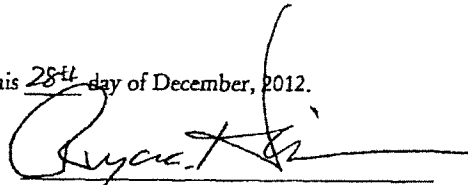
Russell Pearl (SEAL)  
RUSSELL PEARL d/b/a Pearl Trucking

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF CHAMPAIGN    )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO  
HEREBY CERTIFY that Russell A. Pearl and Russell Pearl d/b/a Pearl Trucking, personally  
known to me to be the same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that he signed, sealed and delivered the  
said instrument as his free and voluntary act, for the uses and purposes therein set forth including  
the release and waiver of the right of homestead.

Given under my hand and notarial seal this 28<sup>th</sup> day of December, 2012.



  
Notary Public

My commission expires on March 16, 2015.

EXHIBIT "A"

The North 65 feet of the following described tract of land: Commencing 59.9 rods South of a stone at the Northwest corner of the Northeast 1/4 of Section 28, in Township 21 North, Range 5 East of the 3<sup>rd</sup> Principal Meridian, in the City of Farmer City, thence East 189 feet, thence South 162 feet, thence West 189 feet, thence North 162 feet to the place of beginning, situated in the County of DeWitt, in the State of Illinois.

PIN#: 05-28-202-004

TRACT A-2

A part of the Northeast 1/4 of Section 28, Township 21 North, Range 5 East of the 3<sup>rd</sup> Principal Meridian, Farmer City, Illinois, more particularly described as follows:

Commencing at a point 59.9 rods South and 419 feet East of the stone at the Northeast corner of the Northeast 1/4 of Section 28; thence East 569 feet; thence South 167.5 feet to the Northeast corner of Parcel A as shown in the Plat of Survey prepared by HDC Engineering, Inc. Dated 05/28/1999 and revised 07/06/1999; thence South 00 degrees 37 minutes 53 seconds East 275.76 feet on the East side of said Parcel A to the Point of Beginning; thence continuing South 00 degrees 37 minutes 53 seconds East 217.90 feet to the Southeast corner of said Parcel A, said point being 42 feet North of the North line of Huddleston's Addition to Farmer City; thence South 89 degrees 44 minutes 05 seconds West 550.51 feet on the South line of said Parcel A to the East line of a tract of land conveyed to the City of Farmer City, recorded in Deed Book 31 on Page 585 in the DeWitt County Recorder of Deeds Office; thence North 00 degrees 00 minutes 11 seconds East 132.00 feet to the Northeast corner of said tract of land conveyed to the City of Farmer City; thence South 89 degrees 47 minutes 11 seconds West 281.35 feet on the North line of said tract of land conveyed to the City of Farmer City to the East right of way line of the Norfolk Southern Railroad (formerly CCC & STL Railroad); thence North 42 degrees 03 minutes 49 seconds West 155.68 feet on said East line of the Norfolk Southern Railroad, said point being the Southwest corner of Parcel B as shown on said Plat of Survey prepared by HDC Engineering, Inc.; thence North 89 degrees 08 minutes 32 seconds East 584.37 feet to the Southeast corner of said Parcel B; thence South 00 degrees 51 minutes 28 seconds East 40.07 feet on the Southerly extension of the East line of said Parcel B; thence North 89 degrees 08 minutes 32 seconds East 348.87 feet parallel with the South line of said Parcel B to the Point of Beginning, with assumed bearing given for description purposes only, situated in the County of DeWitt, State of Illinois.

PIN#: 05-28-251-009

DeWitt County

Gloria J Willis, County Treasurer  
 201 W Washington St, PO Box 439  
 Clinton, IL 61727

**2020 Real Estate Taxes (payable in 2021)**

PLEASE READ the instructions on the back of this bill regarding when to pay and where to pay your taxes. Additional information is provided for changing your mailing address and tax exemptions in which you are entitled.  
 The County Collector only collects your taxes and is not responsible for the amount of your assessment or the amount of your tax bill. We will be happy to assist you or direct you to the proper authority regarding questions about your tax bill.

05-28-202-013  
 PEARL TRUCKING LLC  
 220 N PLUM ST  
 FARMER CITY, IL 61842-1216

Owner & Location	<b>Pearl Trucking Llc James St</b>
------------------	--

Township	Santa-Anna	Bill #	8510
Tax Code	08904	Use Code	0060
Section/Lot		Acres	0.280
Legal Description	SEC 28 T21 R5 PT NE - N 65 FT OF FOLL: BEG 988.35S NW COR NE, E189, S162, W189, N162 TO POB	Legal Twp	Range

05-28-202-004

Valuation	
Land	1,442
Building	24,377
	<b>25,819</b>
State Factor	1.00000
	<b>25,819</b>
Farm Land	0
Farm Building	0
<b>State Equalized Value</b>	<b>25,819</b>

Parcel #	05-28-202-013
----------	---------------

Fair Market Value (non-farmland) 77,457

Exemptions	

Net Taxable Value 25,819

Taxing Body	Prior Rate	Prior Amount	Current Rate	Current Amount
County Tax	0.74822	183.90	0.75017	184.38
Fpd Farmer City	0.69896	171.80	0.65664	161.40
Parkland Jr C 505	0.53545	131.61	0.54020	132.78
Farmer City Library	0.15000	36.87	0.15000	36.87
Santa-Anna Township	0.26193	64.38	0.26685	65.59
Blue Ridge U 18	5.28943	1,300.09	5.28436	1,298.84
City Of Farmer City	1.72628	424.30	1.75726	431.92
Santa Anna Road Dist	0.31430	77.25	0.32616	80.17
Farmer City Tif 3	0.00000	120.60	0.00000	120.67
Water Ath Mhmt Vally	0.00000	0.00	0.00000	0.00
<b>Total Real Estate Taxes</b>	<b>9.72457</b>	<b>2,510.80</b>	<b>9.73164</b>	<b>2,512.62</b>

1st Installment Due 06/30/2021 for \$1,256.31

2nd Installment Due 09/03/2021 for \$1,256.31

Keep top part for your records

**2 2020** 

PIN	05-28-202-013	Bill #	8510	Taxes	\$2,512.62
Owner	Pearl Trucking Llc				

2nd Installment			
Due Date	09/03/2021	Tax Amount	\$1,256.31
Late Payment Schedule		Interest	\$0.00
if received on this date...pay this amount		Fees	\$0.00
09/04 - 09/21	1,275.15	Prior Payments	
09/22 or after	contact county	Balance Due	\$1,256.31

Prior Forfeitures	
Prior Years Sold	

Payable to DeWitt County Collector

<input type="checkbox"/> Check	<input type="checkbox"/> Credit	<input type="checkbox"/> Bank	Payment Amount
<input type="checkbox"/> Cash	<input type="checkbox"/> Debit	<input type="checkbox"/> Other	

Mike Brandt Concrete  
 419 N. Center St.  
 Farmer City, Ill. 61842

Proposal

PROPOSAL NO.

SHEET NO.

DATE

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME Russ Pearl Trucking	ADDRESS Shop N. James St. Farmer City, Ill. 61842
ADDRESS 220 N. Plum St. Farmer City, Ill. 61842	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of \_\_\_\_\_

New Concrete Parking Pad:

Excavate 46' x 100' area to depth of 8"  
 Set up and pour 8" thick concrete pad  
 per conversation:  
 Haul off spoils, backfill edges  
 when done pouring pad.  
 Pad will be 8" thick w/mesh 6x6x10 gauge  
 4,000 lb concrete mix, light brook  
 finish # 32200.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \_\_\_\_\_

Dollars (\$ 32200.00 ) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Michael W. Brandt

Per \_\_\_\_\_

Note — This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

INVOICE

# Doss Construction

Kitchens, Bathrooms, Room Additions, Windows and Siding



Farmer city, IL 61842

(217) 898-6887



Owner - Joel Doss

DATE July 15 2021

Pearl Trucking

FARMER CITY IL

Leaving off Drive.  
Leaving Contract.

46' x 100' x 8" THICK DRIVEWAY.

114 Yards

Wire mesh

Fiber Concrete

Formed Trench

Reinforced

21500 material

material/ labor 21500

\$36,000.00

FINANCE CHARGE IS COMPUTED BY A PERIODIC RATE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% APPLIED TO THE PREVIOUS BALANCE BEFORE DEDUCTING PAYMENTS OF CREDITS SHOWN ON THIS STATEMENT.

**ORDINANCE NO. 21-1073**

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

**WHEREAS**, Pearl Trucking, LLC (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 16<sup>TH</sup> day of August, 2021, by roll call vote, as follows:



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

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

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

**PASSED** this 16<sup>TH</sup> day of August, 2021.

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

**APPROVED** this 16<sup>TH</sup> day of August, 2021.

\_\_\_\_\_  
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 August 16, 2021, insofar as same relates to the adoption of Ordinance No. 1073, entitled:

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS AND PEARL TRUCKING LLC 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 an 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 16th day of August, 2021.

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

(SEAL)

## REDEVELOPMENT AGREEMENT

**THIS REDEVELOPMENT AGREEMENT** (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of January 20, 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 **Pearl Trucking, LLC** 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**”) for the Forward TIF; 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

**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 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 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.** City represents and warrants that it has authority to execute this agreement and be bound by this agreement, which does not violate any law, order or other agreement.

**Section 2.2. Representations and Warranties of the Developer.** The Developer represents and warrants that it has authority to execute this agreement and be bound by this agreement, which does not violate any law, order or other 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: the Developer is the owner of the Property and shall comply with all laws and ordinances and shall complete 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.** 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 \$\_\_\_\_\_ for 714 N Main St and \$\_\_\_\_\_ for N James St. for Eligible Redevelopment Project Costs subject to the further terms and limitations of this Agreement.

**Section 4.2. Defense of Redevelopment Project Area.** If the City must defend the TIF or this agreement, 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:  
**Pearl Trucking, LLC**  
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: \_\_\_\_\_

**Pearl Trucking, LLC**

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

A part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 28, Township 21 North, Range 5 East of the 3<sup>rd</sup> Principal Meridian, DeWitt County, Illinois, more particularly described as follows: Beginning at the point of intersection of the East line of Main Street in Weedman and McCord's Addition to Farmer City, Illinois, with the Northeasterly property line of the Peoria & Eastern Railway Company. From said point of beginning thence Southeast 264.38 feet along said Northeasterly property line, said Northeasterly property line forming an angle of 41'42" measured South to Southeast with said East line to a point which is 219 feet Northwest of the East line of said Northwest  $\frac{1}{4}$  as measured along said Northeasterly property line, thence Southwest 67 feet along a line which forms a right angle with said Northeasterly property line to a point which is 33 feet normally distant Northeast from the centerline of the present main track of the Peoria & Eastern Railway Company, then Northwest 189.13 feet along a line which is parallel to and 33 feet normally distant Northeast from said centerline to the East line of Main Street, thence North 100.78 feet along said East line to the point of beginning, situated in the County of DeWitt, in the State of Illinois. Commonly known as **714 North Main Street, Farmer City, Illinois.**

AND

Section 28 T21 R5 PT NE – N 65 Ft of FOLL: Beg 988.35 south NW Corner NE, E189, S162, W189, N162 to POB. Commonly known as **N James St.**