

**REGULAR CITY COUNCIL MEETING  
105 S MAIN ST  
FARMER CITY, ILLINOIS  
TUESDAY SEPTEMBER 7, 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      Rail Safety proclamation
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 16, 2021 council minutes
- B. Fund Warrant List

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

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

- A. Resolution 2021-63 2021 Heritage Days donation of \$\_\_\_\_\_ from the Hotel/Motel account.
- B. Resolution 2021-64 Resolution to give the Heritage Days committee a 3-year commitment to block off Main Street.
- 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
- D. Approval of pay request #1 to Stark Excavating for \$33,825 for Madison St drainage project.
- E. Discussion of draft ordinance regarding establishing regulations governing the registration, maintenance, security and monitoring of vacant properties by their owners.
- F. Approve soliciting bids for N John St drainage improvements and Weedman Park parking lot repaving.

**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.

**Proclamation  
National Rail Safety Week**

**WHEREAS**, 1,889 rail grade crossing collisions resulted in 678 personal injuries and were responsible for 201 fatalities in the United States during 2020; and

**WHEREAS**, 1,088 trespassing incidents have occurred in the United States resulting in 532 pedestrians being killed and another 556 injured while trespassing on railroad property rights of way during 2020; and

**WHEREAS**, educating and informing the public about rail safety, reminding the public that railroad right of ways are private property, enhancing public awareness of the dangers associated with highway rail grade crossings, ensuring pedestrians and motorists are looking and listening while near railways, and obeying established traffic laws will reduce the number of fatalities and injuries; and

**WHEREAS**, the International Association of Chiefs of Police, National Operation Lifesaver, United States Department of Transportation, and all local, state, county, and railroad law enforcement officers, first responders, and railroad corporations commit to partnering together in an effort to educate at a national level all aspects of railroad safety, to enforce applicable laws in support of National Rail Safety Week;

**THEREFORE**, I, Scott Testory, mayor, do hereby attest my full support proclaiming September 20th to 26<sup>th</sup>, 2021, National Rail Safety Week and I encourage all citizens to recognize the importance of rail safety education.

---

Scott Testory

Mayor

City of Farmer City



**MINUTES OF THE FARMER CITY, ILLINOIS  
CITY COUNCIL  
REGULAR MEETING OF  
AUGUST 16, 2021 6 p.m.**

**Roll call**

Present: Councilmembers Shelley Friedrich, David Walsh, Jason Strough, Willard McKinley 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 August 2, 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. Award of bid to Rowe Construction for \$149,588.50 for the MFT Road program (E. Green St, S. Lincoln and Oak Ln).  
This project will repave 3 roads with asphalt and is part of the MFT program. Rowe Construction's bid came within 2% of the engineer's estimates. Rebuild Illinois funds, MFT and capital projects monies for the sidewalks will be used for the funding.  
**MOTION** by McKinley to approve award of bid to Rowe Construction for \$149,588.50 for the MFT Road program (E. Green St, S. Lincoln and Oak Ln). Seconded by Friedrich.  
Voted unanimously. Motion carried.
- 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).  
Russ Pearl is asking for TIF funds in order to repave parking lots at both of his businesses. The policy reads the city can reimburse up to 20% but we have, historically, given up to 30% if needed. Council is in agreement that the city should provide 30% of the lowest estimates given.  
**MOTION** by McKinley to amend 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) to insert amounts \$2640 for 714 N Main and \$9660 for 606 N James. Seconded by Friedrich. Voted unanimously.  
Motion carried.  
**MOTION** by McKinley to approve amended 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).

Seconded by Friedrich. Voted unanimously. Motion carried.

**EXECUTIVE SESSION –**

**OTHER ITEMS**

**1. City manager report**

City manager McLaughlin stated that she has received preliminary census information. The town has lost 209 residents and currently has a population of 1828. This will result in a monetary loss of 5% of the general fund; approximately \$34,000.

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

**ADJOURNMENT**

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

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Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
<b>100</b>		
PRESTO X PEST CONTROL	45.00	ADM - PEST CONTROL
WATTS COPY SYSTEMS INC	194.91	ADM COPIER
COOPER, BILLIE	300.00	CLEANING SERVICE
CLINTON JOURNAL	116.25	BIDS 420 N JOHN
City of Farmer City	366.39	ADM
MEDIACOM	421.25	INTERENET
SIMPLIFIED COMPUTERS	90.00	IT HELP
SIMPLY SENNETT	50.00	WEB DEVELOPEMENT
CLASPILL AUTOMOTIVE	444.35	POL- VEHICLE MAINTENANCE
XEROX FINANCIAL SERVICE	101.22	POLICE COPIER
CAMO'S LAWN AND LANDSCAP	300.00	400 WESTERN
CAMO'S LAWN AND LANDSCAP	150.00	710 E RICHARDSON
CAMO'S LAWN AND LANDSCAP	150.00	724 E HIGH
City of Farmer City	88.98	POLICE
Ray O Herron	1,153.98	UNIFORM SUPPLIES
Ray O Herron	52.78	POL - UNIFORM / SUPPLIES
Ray O Herron	246.42	POL - UNIFORM / SUPPLIES
Ray O Herron	1,019.40	AMMO FOR RANGE TRAINING
CAMO'S LAWN AND LANDSCAP	290.00	CEMETARY
MIDWEST TRUCKERS ASSOCIA	22.50	STREET - DRUG TEST
FRONTIER	32.36	STREET
City of Farmer City	233.09	STREET
Birkeys Farm Store	1,795.61	STREET REPAIR
Rahn Equipment	82.81	STREET PARTS
Progressive Chemical	112.01	STREET SUPPLIES
CORNGELIO AG	82.31	STREET SUPPLIES
CORNGELIO AG	42.46	STREET SUPPLIES
CAMO'S LAWN AND LANDSCAP	100.00	WEEDMAN PARK
CAMO'S LAWN AND LANDSCAP	320.00	SOUTH PARK
CAMO'S LAWN AND LANDSCAP	1,400.00	JULY FLOODING AT SOUTH PARK CLEANUP
CAMO'S LAWN AND LANDSCAP	125.00	BIG DEAD BRANCH REMOVAL FROM SOUTH PARK
City of Farmer City	450.65	PARK
PRESTO X PEST CONTROL	47.00	POOL PEST CONTROL
City of Farmer City	1,247.66	POOL
CORNGELIO AG	29.67	POOL SUPPLIES
CORNGELIO AG	7.24	POOL SUPPLIES
McKINLEY WATER	103.02	WATER DELIVERIES
MCCORMICK DISTRIBUTING	227.86	CONCESSION
MCCORMICK DISTRIBUTING	142.07	CONCESSION
Total 100:	12,184.25	
<b>110</b>		
LAUTERBACH & AMEN, LLP	1,750.00	ACCOUNTING
Total 110:	1,750.00	
<b>270</b>		
CAMO'S LAWN AND LANDSCAP	100.00	PRAIRIE RIDGE
Total 270:	100.00	
<b>510</b>		
MIDWEST TRUCKERS ASSOCIA	7.50	WATER - DRUG TEST
FRONTIER	126.56	WATER PHONE
City of Farmer City	1,006.13	WATER
USA BLUEBOOK	255.53	WATER - SUPPLIES

Vendor Name	Net Invoice Amount	
CORNGELIO AG	29.03	WATER SUPPLIES
Total 510:	1,424.75	
<b>520</b>		
Water Products Co.	156.00	SEWER MAIN REPAIR
PDC Laboratories Inc.	2,431.77	LAB SERVICES
USA BLUEBOOK	45.31	LAB SUPPLIES
CAMO'S LAWN AND LANDSCAP	30.00	LIFT STATION
City of Farmer City	7,837.22	SEWER
CORNGELIO AG	155.69	SEWER SUPPLIES
Total 520:	10,655.99	
<b>530</b>		
DECATUR INDUSTRIAL ELECTR	627.00	CRANE INSPECTION
PRODUCTIVITY PLUS ACCOUN	1,690.61	WORK ON DITCH WITCH
CLASPILL AUTOMOTIVE	461.23	ELEC- VEHICLE MAINTENANCE
SMITHAMUNDSEN	1,125.00	general labor representation
HEPLERBROOM LLC	684.97	ELECTRIC DEPT
ANYTIME TOWING	200.00	TRUCK RECOVERY
MIDWEST TRUCKERS ASSOCIA	22.50	ELECTRIC - DRUG TEST
City of Farmer City	683.76	ELECTRIC
Safety-Kleen Corporation	380.00	PARTS WASHER
CORNGELIO AG	207.16	ELE SUPPLIES
ANIXTER INC	1,918.75	Elec Supplies
Total 530:	8,000.98	
Grand Totals:	34,115.97	

**RESOLUTION 2021-63**

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

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

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

**WHEREAS**, the City of Farmer City recommends that the city council approves a grant of \$\_\_\_\_\_ for this purpose; and

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

FIRST: that the City of Farmer City award a grant of \$\_\_\_\_\_ from the proceeds of the municipal hotel-motel tax to the Farmer City Heritage Days Committee to help defray the costs of putting on the annual Farmer City Heritage Days and

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 7th DAY OF SEPTEMBER 2021.

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

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

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

**RESOLUTION 2021-64**

**RESOLUTION TO GIVE THE HERITAGE DAYS COMMITTEE A THREE-YEAR COMMITMENT TO BLOCK OFF MAIN STREET**

**WHEREAS**, the City of Farmer City has received a request from the Heritage Days committee for a three-year commitment for the continuation of Heritage Days to block off Main Street during Heritage Days; and

**WHEREAS**, the city of Farmer City approves a three-year commitment to block off Main Street during the Heritage Days festival;

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

**FIRST:** that the City of Farmer City approves blocking off Main Street during the Heritage Days festivals for the next three years;

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 7<sup>th</sup> DAY OF SEPTEMBER 2021

AYES:

NAYS:

ABSTAIN:

ABSENT:

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

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



May 27, 2021

Dear Sue:

I am enclosing my application for TIF. If any additional information is required, please let me know so that I can provide it.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Stuart Jenkins". The signature is written in a cursive style with a horizontal line underneath the name.

Stuart Jenkins

1103 West Charles St

Champaign, IL 61821

(217) 369-1910

Spjenkins2@aol.com

Tax Increment Financing Program Assistance Application

Applicant Information

Applicant name.....Stuart Jenkins  
Contact information.....spjenkins2@aol.com.....(217) 369-1910  
Grant Recipient's name/SSN.....Stuart Jenkins/337-36-1580  
Type of business entity.....sale of vintage and collectible items  
Building name/address.....Farmer City Antiques Center/201 South Main  
How is title held.....individual ownership in the name of Stuart Jenkins

Property Information

Property index number.....05-28-342-001  
(Copy of most recent tax bill attached)

Project Information

Current Use.....retail sale of vintage/collectible items  
General Project Description.....roof replacement (approx. 2300 sq ft)

Work to be completed by:  
Mitch Sluder at Rollflex Metals LLC  
6644 South Niles Rd  
Berrien Springs , MI 49103

Sluder Construction has a strong multi-state presence and a high favorability rating for commercial, industrial, and residential projects.

Labor and materials.....\$15,500 (privately financed)

Signature and Date: Stuart Jenkins 27 May 2021

**DeWitt County**

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

**2019 Real Estate Taxes (payable in 2020)**

PLEASE refer to backside of tax bill for -instructions regarding when, where, and how to pay your taxes  
 -contact information, should you have a question  
 -instructions to change your mailing address  
 -instructions to pay online.

The County Collector only collects your taxes and does not determine your assessed value or tax amount.  
 We will be happy to assist you or direct you to the proper authority regarding questions about your tax bill.

05-28-342-001  
 JENKINS FAMILY TRUST  
 1103 W CHARLES ST  
 CHAMPAIGN, IL 61821-4523

Owner & Location	<b>Jenkins Family Trust 201 S Main</b>
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Township	Santa-Anna	Bill #	7435
Tax Code	08904	Use Code	0060
Section/Lot		Acres	0.000
Legal Description	30 N SD LOTS 4, 5 & 6 BLK 15 ORIGINAL TOWN OF FARMER CITY.		

Valuation	
Land	5,900
Building	18,301
	<u>24,201</u>
State Factor	1.00000
	<u>24,201</u>
Farm Land	0
Farm Building	0
<b>State Equalized Value</b>	<b>24,201</b>

Fair Market Value (non-farmland) 72,603

Exemptions	
Home Improvement	0
Owner Occupied	0
Senior Citizen	0
Veteran	0
Senior Assessment Freeze	0
<b>Net Taxable Value</b>	<b>24,201</b>

Parcel #	05-28-342-001
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Taxing Body	Prior Rate	Prior Amount	Current Rate	Current Amount
County Tax	0.74549	171.28	0.74822	171.91
Fpd Farmer City	0.68172	156.63	0.69896	160.59
Parkland Jr C 505	0.53274	122.40	0.53545	123.02
Farmer City Library	0.14130	32.47	0.15000	34.46
Santa-Anna Township	0.25603	58.83	0.26193	60.18
Blue Ridge U 18	5.29285	1,216.09	5.28943	1,215.30
City Of Farmer City	1.67267	384.31	1.72628	396.63
Santa Anna Road Dist	0.30584	70.27	0.31430	72.21
Farmer City Tif 3	0.00000	63.36	0.00000	119.14
Water Ath Mhmt Vally	0.00000	0.00	0.00000	0.00
<b>Total Real Estate Taxes</b>	<b>9.62864</b>	<b>2,275.64</b>	<b>9.72457</b>	<b>2,353.44</b>

*#1369 PNC  
on June 16-20*

1st Installment Due 07/07/2020 for \$1,176.72

2nd Installment Due 09/03/2020 for \$1,176.72

Keep too card for your records



# PAINTING ESTIMATE

**Estimate From:**  
 Arthur Williams  
 Apple Jack's Painting  
 208 Dewey Street  
 Urbana, Ill. 61802  
 Phone: (217)390.9306

**Estimate For:**  
 Name: Stewart Jenkins  
 Bus. Name: \_\_\_\_\_  
 Address: 201 South Main  
 City, ST Zip: Farmer City, IL.  
 Phone: (217)369.1910

**Estimate Date:** 07/28/21  
 Estimated Start Date: \_\_\_\_\_  
 Estimated Completion Date: \_\_\_\_\_

Description of Work	Quantity	Price (\$)	Total (\$)
<p>Waterproof existing roof using GacoRoof Silicone Roofing System</p> <ol style="list-style-type: none"> <li>1. Power wash roof using Dewalt 4000psi washer.</li> <li>2. Apply GacoWash Cleaner according to manufacturer directions using a garden pump sprayer at a rate of 3,500 square feet per gallon.</li> <li>3. Prepare splits, seams and flashing with Gaco Liquid Roof Tape and polyester mesh as needed according to manufacturer directions. Applied with brush and trowel at rate of 50 square feet per gallon</li> <li>4. Apply 2 coats of GacoRoof Silicone according to manufacturer directions at rate of 100 square feet per gallon. Applied with 1 inch solvent resistant roller cover on Painters Pole.</li> </ol>			

All Products and labor included.

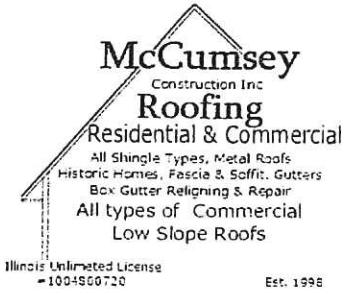
***This quotation is valid for a period of 30 days from the date of quoting.  
 Any extra work other than that quoted above will be charged accordingly.***

Estimated total

**\$20,000**



For A Quality Roof You Can Count On Us!



P.O. Box 52  
Farmer City Il, 61842

Phone: 309-928-3920

Fax:309-928-2918

Owner - Dale McCumsey cell:309-826-4395

McCumseyConst@Aol.com

Estimating - Chase McCumsey cell: 309-826-3067

Facebook.com/McCumseyConstructionInc

McCumseyConstInc@Gmail.com

Customer

Job Location:

Date : 7/10/2021

Mailing Address:

Stuart Jenkins

1103 W Charles St.

Champaign IL 61821

201 S Main

We Are Pleased to submit the following estimate for:

New roof

**Details of estimate**

**Price**

Details of estimate	Price
Tear off existing roofs and haul to landfill.	
Mechanically fasten 1/2 inch insulation recovery board over wood roof deck.	
Install a white tpo membrane roof system according to the manufactures specifications.	
The wall between upper and lower roofs will have window removed and covered with tpo.	
Material, labor, and insurances.	\$52,200.00

Owner and contractor will carry all necessary insurance's.  
Invoices due upon completion. There will be a 1.5 %  
Monthly late fee 18% per year.

**Total: \$52,200.00**

Customer Signature:

Thank You:  
Dale McCumsey

flat roofing all type single plys-Slate & Tile-All type shingles-Standing seam metal roofs-Metal & flat roof maintenance

ORDINANCE NO. 21-1072

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

WHEREAS, Stuart Jenkins (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 7th day of September, 2021, by roll call vote, as follows:

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

\_\_\_\_\_

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

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

**PASSED** this 7th day of September, 2021.

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

**APPROVED** this 7th day of September, 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 2, 2021, insofar as same relates to the adoption of Ordinance No. 1072, entitled:

**AN ORDINANCE APPROVING A REDEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF FARMER CITY, DEWITT COUNTY,  
ILLINOIS AND STUART JENKINS 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.

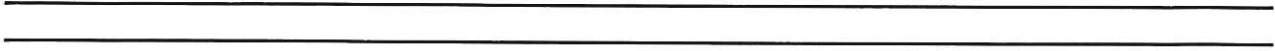
I do further certify that the deliberations of the Corporate Authorities on the adoption of the above ordinance were taken openly, that the vote on the adoption of such ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information 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 7th day of September, 2021.

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

(SEAL)





**REDEVELOPMENT AGREEMENT**

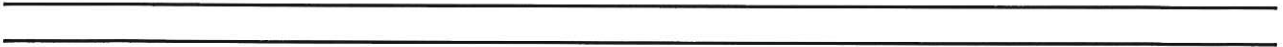
**by and between the**

**CITY OF FARMER CITY, ILLINOIS**

**and**

**STUART JENKINS**

Dated as of \_\_\_\_\_



## TABLE OF CONTENTS

		<u>Page</u>
<b>ARTICLE I</b>	<b>DEFINITIONS</b> .....	1
Section 1.1.	Definitions .....	1
Section 1.2.	Construction .....	3
<b>ARTICLE II</b>	<b>REPRESENTATIONS AND WARRANTIES</b> .....	3
Section 2.1.	Representations and Warranties of the City .....	3
	(a) Organization and Standing .....	3
	(b) Power and Authority .....	3
	(c) Authorization and Enforceability .....	3
	(d) No Violation.....	3
	(e) Governmental Consents and Approvals.....	4
Section 2.2.	Representations and Warranties of the Developer .....	4
	(a) Organization.....	4
	(b) Power and Authority .....	4
	(c) Authorization and Enforceability .....	4
	(d) No Violation.....	4
	(e) Consents and Approvals.....	4
	(f) No Proceedings or Judgments.....	4
Section 2.3.	Disclaimer of Warranties.....	4
<b>ARTICLE III</b>	<b>CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE DEVELOPER AND THE CITY</b> .....	5
Section 3.1.	Conditions Precedent.....	5
Section 3.2.	Reasonable Efforts and Notice of Termination .....	5
<b>ARTICLE IV</b>	<b>CITY’S COVENANTS AND AGREEMENTS</b> .....	5
Section 4.1.	City’s TIF Funded Financial Obligations.....	5
Section 4.2.	Defense of Redevelopment Project Area .....	5
<b>ARTICLE V</b>	<b>DEVELOPER’S COVENANTS</b> .....	6
Section 5.1.	Commitment to Undertake and Complete Project.....	6
Section 5.2.	Compliance with Agreement and Laws During Development.....	6
Section 5.3.	Prevailing Wages.....	6
Section 5.4.	Continuing Compliance With Laws .....	6
Section 5.5.	Tax and Related Payment Obligations .....	6
<b>ARTICLE VI</b>	<b>PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS</b> .....	7
Section 6.1.	Payment Procedures .....	7
Section 6.2.	Approval and Resubmission of Requisitions .....	7
Section 6.3.	Time of Payment .....	8

<b>ARTICLE VII</b>	<b>DEFAULTS AND REMEDIES</b> .....	8
Section 7.1.	Events of Default.....	8
Section 7.2.	Rights to Cure.....	8
Section 7.3.	Remedies .....	9
Section 7.4.	Costs, Expenses and Fees.....	9
<b>ARTICLE VIII</b>	<b>RELEASE, DEFENSE AND INDEMNIFICATION OF CITY</b> .....	9
Section 8.1.	Declaration of Invalidity.....	9
Section 8.2.	Damage, Injury or Death Resulting from Project.....	9
Section 8.3.	Damage or Injury to Developer and Others .....	10
Section 8.4.	No Personal Liability.....	10
Section 8.5.	City Not Liable for Developer Obligations .....	10
Section 8.6.	Actions or Obligations of Developer.....	10
Section 8.7.	Environment Covenants .....	10
Section 8.8.	Notification of Claims .....	11
<b>ARTICLE IX</b>	<b>MISCELLANEOUS PROVISIONS</b> .....	11
Section 9.1.	Entire Agreement and Amendments .....	11
Section 9.2.	Third Parties .....	11
Section 9.3.	Counterparts .....	12
Section 9.4.	Special and Limited Obligation.....	12
Section 9.5.	Time and Force Majeure .....	12
Section 9.6.	Waiver .....	12
Section 9.7.	Cooperation and Further Assurances.....	12
Section 9.8.	Notices and Communications.....	12
Section 9.9.	Assignment.....	13
Section 9.10.	Successors in Interest .....	13
Section 9.11.	No Joint Venture, Agency, or Partnership Created .....	13
Section 9.12.	Illinois Law; Venue .....	13
Section 9.13.	Term .....	13
Section 9.14.	Construction of Agreement .....	14

**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 \_\_\_\_\_, 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 **Stuart Jenkins** 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 roof replacement on 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 roof replacement 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 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
- (2) 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 \$ \_\_\_\_\_ 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:  
STUART JENKINS  
201 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: \_\_\_\_\_

**STUART JENKINS**

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: 30 N SD Lots 4, 5 & 6 BLK 5 ORIGINAL TOWN OF FARMER CITY

Address: 201 S. Main Street, Farmer City, IL 61842 (located in TIF #3-Forward TIF)

PIN: 05-28-342-001



8/19/2021

REQUEST #1  
AND FINAL

C-FARMER  
CITY OF FARMER CITY  
ATTN: SUE MCLAUGHLIN

MADISON ST DRAINAGE - 21100

QTY	UNIT	DESCRIPTION	UNIT PRICE	BID AMOUNT	ACTUAL	TOTAL
7	CY	TRENCH BACKFILL	\$57.00	\$399.00	7	\$399.00
280	SY	TOPSOIL F & P 4	\$6.00	\$1,680.00	280	\$1,680.00
72	SY	DRIVEWAY GRADING	\$5.00	\$360.00	72	\$360.00
280	SY	SEEDING (COMPLETE)	\$8.00	\$2,240.00	280	\$2,240.00
3	EA	INLET & PIPE PROTECT	\$150.00	\$450.00	3	\$450.00
10	CY	AGG BASE CSE B	\$150.00	\$1,500.00	10	\$1,500.00
4	CY	AGG SURF CSE B	\$150.00	\$600.00	4	\$600.00
115	LBS	BIT MATLS PR CT	\$0.80	\$92.00	115	\$92.00
12	LBS	BIT MATLS TACK CT	\$0.80	\$9.60	12	\$9.60
6	TONS	HMA BC IL-9.5 N50	\$750.00	\$4,500.00	6	\$4,500.00
6	TONS	HMA SC IL-9.5 C N50	\$750.00	\$4,500.00	6	\$4,500.00
40	SF	PC CONC SIDEWALK 4	\$25.00	\$1,000.00	40	\$1,000.00
50	SY	PAVEMENT REM	\$35.00	\$1,750.00	50	\$1,750.00
5	FT	COMB CURB GUTTER REM	\$35.00	\$175.00	0	\$0.00
40	SF	SIDEWALK REM	\$4.00	\$160.00	40	\$160.00
35	FT	STORM SEW CL A 1 12	\$35.00	\$1,225.00	35	\$1,225.00
158	FT	STORM SEW CL B 1 12	\$35.00	\$5,530.00	158	\$5,530.00
2	EA	INLETS TA T1F OL	\$1,400.00	\$2,800.00	2	\$2,800.00
1	EA	REMOVE EXISTING INLET	\$200.00	\$200.00	1	\$200.00
5	FT	COMB CC&G TB	\$140.00	\$700.00	0	\$0.00
1	LS	MOBILIZATION	\$3,000.00	\$3,000.00	1	\$3,000.00
1	LS	TRAF CONTROL COMPLETE	\$1,000.00	\$1,000.00	1	\$1,000.00
1	EA	CONNECT EX INLET	\$200.00	\$200.00	1	\$200.00
1	LS	CONSTRUCTION LAYOUT	\$629.40	\$629.40	1	\$629.40

<b>GRAND TOTAL</b>	<b>\$34,700.00</b>	<b>\$33,825.00</b>
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AMT COMPLETED TO DATE	\$33,825.00	\$33,825.00
PREVIOUS REQUESTS	\$ -	
WORK COMPLETED THIS REQUEST	\$33,825.00	
PREVIOUS PAYMENTS		\$ -
TOTAL DUE ON ACCOUNT		\$33,825.00



## 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: September 7, 2021

To: City Council

From: Sue McLaughlin, ICMA-CM  
City Manager

RE: Vacant Property Registry

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As you'll recall, I sent you a draft of this proposal a couple weeks ago to review. City Attorney Joe Chamley and Chief Nate Guest and I reviewed it as well. We have been dealing with a number of vacant and dilapidated properties for some time. In order to get a better handle on what exists and how to manage it, DCEO and other agencies highly recommend having a vacant property registry to start.

This registry accomplishes a few things. By managing what's going on in our community, it reduces the negative impact of vacant properties and stabilizes neighborhoods and home values. This registry would help motivate owners to maintain vacant buildings, demolish them and/or turn them back over to productive use. It requires owners (and sometime banks) to register vacant buildings in town and pay fee to defray costs of providing services. This fee can also be a financial incentive for owners to do something with the property rather than let it sit. This program would work in tandem with our code enforcement efforts and provide contact information when there is an issue.

Some cities set up registries that require fees on regular intervals until action is taken. We can structure the fee in a variety of ways to encourage owners to respond. We could have a flat fee that's renewed monthly or quarterly – anywhere from \$50 to \$200. We could have a progressive fee structure where the fee increases the longer the property sits vacant; \$50 to start on up to \$200. We can also allow exceptions and waivers depending on the situation, such as for rehab or being for sale. We can set up financial penalties for non-compliance and require property owners to keep the property safe from critters and vandalism.

Finally, DCEO consistently requires vacant property registries as one of the caveats to apply for and receive grant money. This grant money could help us acquire and demolish or rehab dilapidated or vacant properties. This is the first step towards addressing this issue.

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

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An Ordinance Establishing Regulations Governing the Registration,  
Maintenance, Security and Monitoring of Vacant Properties by their Owners

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**Whereas,** vacant structures and properties, if left unattended, are likely to fall into disrepair, create public nuisance, drain City resources, contribute to the decrease in value of surrounding properties, precipitate disinvestment by neighboring owners, provide locations for illegal activities and undermine the aesthetic character of the City; and

**Whereas,** structures and properties that remain vacant over an extended period of time are detrimental to the public health, safety and welfare and can pose an extraordinary danger to police officers, firefighters and City officials when entering the premises in response to emergencies or in the normal course of their duties; and

**Whereas;** vacant structures and properties often are owned or controlled by individuals or other entities, including court appointed receivers who should be responsible for property preservation; and

**Whereas;** the registration of these vacant structures and properties and the implementation of maintenance and monitoring plans will help encourage property owners and those responsible to properly maintain the structure and property, therefore preventing these properties from becoming a burden to the residents and tax payers of the City and provide an impetus for returning these properties to their intended use and to the tax rolls; and

**Whereas;** the City of Farmer City is empowered to enact legislation to define, prohibit and abate public nuisances; and

**Whereas;** the City Council of the City has determined that the abatement of nuisances caused by vacant structures and properties, the repair and rehabilitation of vacant structures and properties with a subsequent occupancy is in the best interests of the citizens of the City, and further, the City Council desires to enact an ordinance providing for the declaration of vacant structures and properties, whether boarded up or not, as public nuisances and providing for their abatement is a means of maintaining sanitation, health and safety standards, preventing illegal activities, avoiding fire and eliminating or minimizing the detrimental effect such properties have on the economic wellbeing of the City.

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

**Section 1.** Chapter 97, entitled "Registration and Maintenance of Vacant Structures and Properties", of the Farmer City Code, is hereby added as set forth below:

**CHAPTER 97: REGISTRATION AND MAINTENANCE OF VACANT STRUCTURES AND PROPERTIES**

**§97.01 -- DEFINITIONS**

For the purposes of this chapter, the following words and phrases shall have the meanings set forth below:

Owner: Every person, entity or service company who alone or jointly or separately with others:

- (a) have the legal or equitable title to any dwelling, dwelling unit, building, land or structure; or
- (b) has care, charge or control of any dwelling, dwelling unit, building, land or structure in any capacity, including but not limited to executor, administrator, trustee or guardian of the estate of the holder of legal title; or
- (c) is a mortgagee under the terms of a mortgage, where the mortgagor is no longer taking responsibility for the property, and where the mortgage in question contains a provision authorizing the mortgagee to act to secure or repair the property; or
- (d) is a mortgagee in possession of any such property; or
- (e) is a mortgagee that has instituted proceedings against the mortgagor; or
- (f) is a trustee or other person appointed by the courts invested with possession or control of any such property.

Responsible Party: Includes owners, tenants, occupiers, property managers, lessees or agents

Statement of Intent: A form completed by the owner, as defined, of a vacant structure or responsible party which contains specific information regarding the structure and the owners' plans for rehabilitation, maintenance, demolition and/or removal.

Structure: Any physical object or edifice that is built or installed and is located on and affixed to the land. The term "structure" shall include any part of a structure.

Substantial Rehabilitation: Any rehabilitation, the cost of which exceeds fifty percent (50%) of the market value of the existing structure.

Vacant: Vacant means a structure that is:

- (a) lacking the habitual presence of human beings, who have a legal right to be on the premises for ninety (90) consecutive days; or;
- (b) a structure at which substantially all lawful business or construction activity or residential occupancy has ceased, or;
- (c) which is substantially devoid of contents, or;
- (d) a multi-family residential property when ninety percent (90%) of the dwelling units are unoccupied.

For the purposes of this chapter, exceptions to the definition of vacant shall be made for properties that are actively listed for sale and for those properties which are under active, ongoing rehabilitation or reconstruction and have a building permit issued by the appropriate jurisdiction, if required.

Vacant Structure Maintenance Standards: The maintenance standards to which the vacant structures are subject under this chapter, are set forth in all of the applicable ordinances and regulations of the City and County~~the City's Property Maintenance Code and all other applicable Building and Nuisance Codes of the City,~~ as amended from time to time.

Vacant Structure Registration Certificate: Document issued by the City for structures meeting the definition of "vacant structure."

**§97.02 -- ENFORCEMENT AUTHORITY**

The City Police Department is authorized to administer and enforce the provisions of this chapter, including, but not limited to, maintaining lists setting forth the status of vacant structures. The City Police Department may delegate his/her powers and duties to an appropriate designee or inspector.

**§97.03 -- RESPONSIBLE PARTIES; LIENS**

Every responsible party with respect to any vacant property shall be jointly and severally liable with every other responsible party for the obligations set forth in this chapter. In reference to an owner in this chapter shall include all responsible parties. All fees, costs and charges assessed and incurred by the City shall constitute a lien on the real estate upon which such vacant structure is situated.

**§97.04 -- OBLIGATIONS OF OWNERS OF VACANT STRUCTURES**

- (a) Within ten (10) days of a structure becoming vacant, as defined herein, the owner of the structure shall apply for a Vacant Structure Registration Certificate and pay a fee of \$\_\_\_\_\_. If the structure is still

**Commented [S1]:** Do we want to adopt the Property Maintenance Code without a building department or building official?

**Commented [JC2R1]:** Adopting Property Maintenance Code is another GIANT step. Maybe in the future. What I suggest here is general and will apply today and to future ordinances, as adopted.

**Commented [S3]:** Many cities charge up to \$200 as an incentive to do something with the property

**Commented [JC4R3]:** Yes, but does a high fee discourage registration and drive people to just ignore the problem? I don't have THE answer.

vacant at the time of expiration of the original Vacant Structure Registration Certificate (six (6) months as defined below), the owner shall immediately apply to renew the certificate. At the City's sole discretion, renewal may be had upon demonstrated need for a maximum of two 6-month periods, for an aggregate maximum of eighteen (18) months total vacancy registration. Renewed permits shall be subject to all conditions and obligations imposed by this chapter on the initial certificate, including the payment of a \$\_\_\_\_\_ fee at each renewal. It shall be the responsibility of the registered owner to file an amended registration within ten (10) days of any changes contained in the initial application, including occupancy or transfer. During the period of registration, the owner shall provide access to the City to conduct inspections of the structure, both interior and exterior if deemed necessary by the City, and, following reasonable notice, to determine compliance with this ordinance and any other relevant codes and ordinances of the City.

(b) The owner of a vacant structure shall comply with all regulations of the City. To this end, the owner shall apply for all applicable building, fire prevention and zoning permits necessary to bring the structure into compliance within ten (10) days of obtaining a Vacant Structure Registration Certificate.

**Commented [S5]:** We don't have any of these – suggested replacements? Unless we adopt the Prop Maint Code

**Commented [JC6R5]:** City might not now, but county might have them. And City might add in future.

(c) The owner of a vacant structure shall, within ten (10) days of receipt of the Vacant Structure Registration Certificate, complete the removal of all:

(1) combustible materials from the structure in compliance with the applicable fire prevention regulations;

(2) waste, rubbish or debris from the interior of the structure; and

(3) waste, rubbish, debris or excess vegetation including grass in excess of eight (8) inches from the yards surrounding the vacant structure in accordance with the City's ~~Property Maintenance Code and City Code Ordinances~~.

**Commented [JC7]:** This keeps it generic.

(d) The owner of a vacant structure shall immediately lock, barricade or secure all doors, windows and other openings in the structure to prevent entry by unauthorized persons, in accordance with the vacant structure maintenance standards of this chapter. The owner shall, as needed, provide additional security in the event of increased danger to human life or the public welfare, as determined by the City.

(e) The obligations of the owner of a vacant structure are continuing obligations which are effective throughout the time that the structure is vacant as that term is defined in this chapter.

#### §97.05 -- VACANT STRUCTURE REGISTRATION CERTIFICATE

(a) Application by the owner of a vacant structure for a vacant structure certificate shall be made on a form provided by the City. The application shall include a "statement of intent" which will set forth information as to:



- 1) the expected period of vacancy (including the date of initial vacancy);
- 2) the plan for regular maintenance during the vacancy to comply with the vacant structure maintenance standards of this subsection and all of the applicable property maintenance, building and nuisance codes of the City;
- 3) a plan and time line for the lawful occupancy, rehabilitation, removal or demolition of the structure;
- 4) measures to be taken to ensure that the structure will be kept weather tight and secure from trespassers and that it will be safe for entry by police officers, firefighters and code or building inspectors in time of exigent circumstances or emergency as well as at times of reasonable inspection as provided in Section \_\_\_\_\_ below;
- 5) measures to be taken to assure that the premises remain free from nuisance conditions and in good order in conformance with the vacant structure maintenance standards; and
- 6) list all persons authorized to be present in the structure and provide notices of trespass to the police authorizing the arrest for trespass of individuals not on the list (The owner shall update the authorized person list as needed).

(b) No Vacant Structure Registration Certificate shall be effective for more than six months from the date of issuance. Only two six-month renewals at the City's sole discretion, upon demonstrated need, may be allowed as above.

#### **§97.06 -- VACANT STRUCTURE MAINTENANC STANDARDS**

A vacant structure shall be subject to the maintenance standards as set forth in the applicable provisions of City Ordinances.

#### **§97.07 -- VACANT STRUCTURE REGISTRATION CERTIFICATE FEE**

The Vacant Structure Registration Certificate application fee of \$\_\_\_\_\_ shall also be charged upon application for certificate renewal. The fee shall be paid at the time of application or renewal.

#### **§97.08 -- REQUIRED LIABILITY INSURANCE**

It shall be the responsibility of the owner or owner's agent to maintain liability insurance on all vacant and registered properties under their control. Proof of evidence of such insurance shall be filed with the City. Minimum

insurance amounts shall be determined by the City on an individual basis.

**§97.09 -- AFFIXING CONTACT/EMERGENCY INFORMATION TO VACANT PROPERTY**

The owner or owner' agent shall affix to the vacant structure a copy of the Vacant Structure Registration Certificate in a front window so that it is able to be read by law enforcement or City personnel as needed.

**§97.10 -- ENFORCEMENT AND PENALTIES**

(a) Any person found to be in violation of any provision of this chapter shall be subject to a minimum fine of \$150, not to exceed \$750. Each day that said violation continues shall be considered a new and separate violation. Prosecution under this section is a remedy cumulative to any and all other remedies at law and equity, including but not limited to the City's remedies under 65 ILCS 5/11-13-15.

(b) All fees, costs or charges assessed or incurred by the City pursuant to this chapter shall be a lien upon the real property. The lien shall be superior to all subsequent liens and encumbrances. The City Attorney shall file a notice of lien, within two (2) years after such cost and expense is incurred, in the office of the DeWitt County Recorder of Deeds. The lien may be enforced by proceeding to foreclose, as in case of mortgages or mechanic's liens.

(c) At the expiration of eighteen (18) months from the original issuance of the Vacant Structure Registration Certificate, the structure must be reoccupied, removed or demolished. Any structure which is vacant beyond the eighteen (18) month maximum registration period shall be considered abandoned and a public nuisance and the City may pursue whatever legal action is afforded to it by law for the removal and/or abatement of public nuisance.

Commented [S8]: Is this enough time? A council decision – but thoughts on this – is it too extreme?

Commented [JC9R8]: Maybe, but the city wants to see some action.

**§97.11 -- REQUEST FOR WAIVER**

(a) Any owner of a vacant residential property of one to three units, who is a natural person with insufficient income or resources to fulfill all of the obligations imposed herein, may petition the City for a waiver of the annual fee, a reduction of the minimum amount of liability insurance, and/or a waiver of some or all of the property rehabilitation requirements (hereinafter "financial requirements") under this ordinance for a period of time not to exceed twelve (12) months. Application for a waiver of financial requirements shall be in writing on forms provided by the City. The decision of the City Manager, to be made within fourteen (14) days of receiving the petition, shall be made in writing and shall forthwith be mailed or delivered to the petitioner. An appeal of the decision may be made to the City Council, in writing, within fourteen (14) days of the mailing or delivery of the decision. Individuals who are granted a twelve (12) month waiver under this

Section are still obligated to keep the registered property secure and safe, and the exterior property areas free from debris, with grass regularly mowed.

(b) A request for a waiver from the provisions of Section \_\_\_\_\_ for good cause as set forth in the waiver request, shall be made by the owner to the City Manager, in writing. The waiver request shall be reviewed by the City Manager within thirty (30) days of receipt and the decision of the City Manager shall be in writing and mailed or delivered to the petitioner.

**Section 3. Effective Date.** The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law.

**Section 4. 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 5. 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 \_\_\_\_\_,  
2021.

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

ATTESTED:

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

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

CITY OF FARMER CITY  
105 S MAIN ST  
FARMER CITY, IL 61842  
(309) 928-3412

VACANT STRUCTURE REGISTRATION FORM

Dear Property Owner:

Pursuant to Ordinance No. \_\_\_\_\_ of the City of Farmer City, any structure which has been determined to be "Vacant" as defined in the Ordinance, must be registered with the City of Farmer City, 105 S Main St, Farmer City, IL 61842.

Please complete this form, parts 1 and 2, submit \$\_\_\_\_\_ registration fee with application and Certificate of Liability Insurance. Application must be submitted within 10 days of knowledge that the property is vacant. Any and all changes to the information provided on this form shall be reported to the City of Farmer City within 10 days or faxed to 309-928-2228.

**Vacant Structure Address:** \_\_\_\_\_

Type of Structure:

Residential 1-2 units

Commercial structures

Residential 3-11 units

**Owner Information:**

**Agent:**

Name \_\_\_\_\_

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Number \_\_\_\_\_

Daytime Number \_\_\_\_\_

Emergency Number \_\_\_\_\_

Emergency Number \_\_\_\_\_

Email \_\_\_\_\_

Email \_\_\_\_\_

**Other**

**Vacant Building Liability Ins Co**

Name \_\_\_\_\_

Name \_\_\_\_\_

Company Name \_\_\_\_\_

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Daytime Number \_\_\_\_\_

Daytime Number \_\_\_\_\_

Emergency Number \_\_\_\_\_

Amount of Coverage \$ \_\_\_\_\_

Email \_\_\_\_\_

By affixing my signature to this form, I understand that the City will not issue a Registration Certificate, required by the City Ordinance, until the required registration process is complete. I accept service by "Notice of Posting" on the property.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

STATEMENT OF INTENT

1. What is the expected period of vacancy (including the date of initial vacancy)?

---

2. What is the plan for regular maintenance during the vacancy to comply with all of the applicable property maintenance and zoning codes of the County and City?

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3. What is the plan and time line for the lawful occupancy, rehabilitation, removal or demolition of the structure?

---

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4. What are the measures to be taken to ensure that the structure will be kept weather tight and secure from trespassers and that it will be safe for entry by police officers, firefighters and code or building inspectors in time of exigent circumstances or emergency as well as at times of reasonable inspection as provided in the Ordinance?

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5. What measures will be taken to assure that the premises remain free from nuisance conditions and in good order in conformance with the vacant structure maintenance standards?

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6. List all persons authorized to be present in the structure and, if deemed necessary, provide notices of trespass to the police authorizing the arrest for trespass of individuals not on the list. (The owner shall update the authorized person list as needed).

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**No Vacant Structure Registration Certificate shall be effective for more than**

six months from the date of issuance. Only two six-month renewals at the City's sole discretion, upon demonstrated need, may be allowed as above. A renewal fee of \$\_\_\_\_\_ will be charged.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name





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: September 7, 2021

To: City Council

From: Sue McLaughlin, ICMA-CM  
City Manager

RE: N John St drainage improvements

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Attached you will find the design specifications and cost estimate to improve the drainage on N John St as well as repave Weedman Park parking lot.

This project will include underground stormwater storage since the area is so flat and there is currently no stormwater mains here. The EPA requires us to keep flow into the combined sewer at a certain rate so we need to "store it" to slow it down but this gets the water off the pavement. Our engineers have set it up for a 5-year storm event and it will hold 4,500 cubic feet of water.

We will also be repaving the parking lot with HMA, concrete for the ADA parking spots and restriping it.

We will be using \$75,000 in grant funds from Rebuild Illinois and \$125,000 in TIF funds. Staff recommends approval of this design and to advertise it for bids.

SECTION	COUNTY	SHEET	TOTAL SHEETS
2005	DEWITT	13	1
PROJECT NO.		23721005.00	

CITY OF FARMER CITY

# PLANS FOR PROPOSED LOCAL AGENCY IMPROVEMENT

FARMER CITY MUNICIPAL POOL  
 NORTH PARKING LOT  
 PAVEMENT & DRAINAGE IMPROVEMENTS  
 JOHN STREET  
 DEWITT COUNTY

**INDEX OF SHEETS**

- 1 COVER
- 2 GENERAL NOTES, SUMMARY OF QUANTITIES, AND CONTROL POINTS
- 3 RESURFACING PLAN
- 4 SITE PLAN
- 5 SITE GRADING PLAN
- 6 PAVEMENT STRIPING PLAN
- 7 DRAINAGE PLAN AND DETAILS
- 8 UNDERGROUND STORMWATER DETERMINATION SYSTEM DETAILS
- 9 TYPE 37 INGRADE AND GRATE DETAIL

**HIGHWAY STANDARDS**

- 82301-04 STANDARD SYMBOLS, ABBREVIATIONS, AND PATTERNS
- 81001-01 AREAS OF REINFORCEMENT BARS
- 81001-02 SIGNAL OF AN INCH AND OF A FOOT
- 82001-07 TEMPORARY EROSION CONTROL SYSTEMS
- 80201-01 INLET - TYPE A
- 80201-02 PRECAST CONCRETE TYPE A, 4 FOOT (122 CM) DIAMETER
- 80201-03 PORTLAND CEMENT CONCRETE PAVEMENT SLAB TOP
- 80201-04 MAJORABLE STEPS
- 80201-05 FRAME AND LIDS, TYPE 1
- 78301-05 TYPICAL PAVEMENT MARKINGS

**MAURER-STUTZ**  
 ENGINEERS SURVAYORS

3115 ORIES LN. STE 102  
 PEORIA, ILLINOIS 61604  
 PH (309) 693-7615  
 FAX (309) 693-7616  
 PROFESSIONAL DESIGN FIRM #184-005754

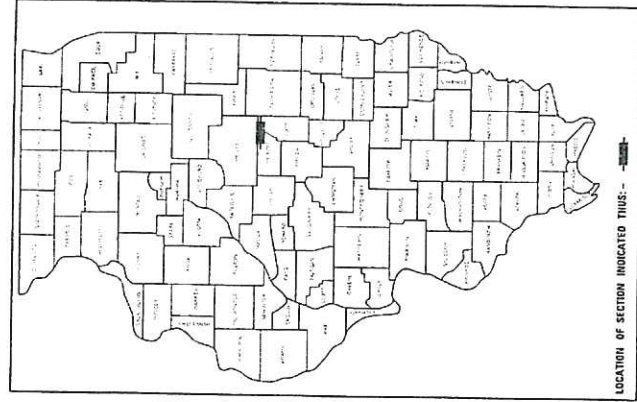


FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

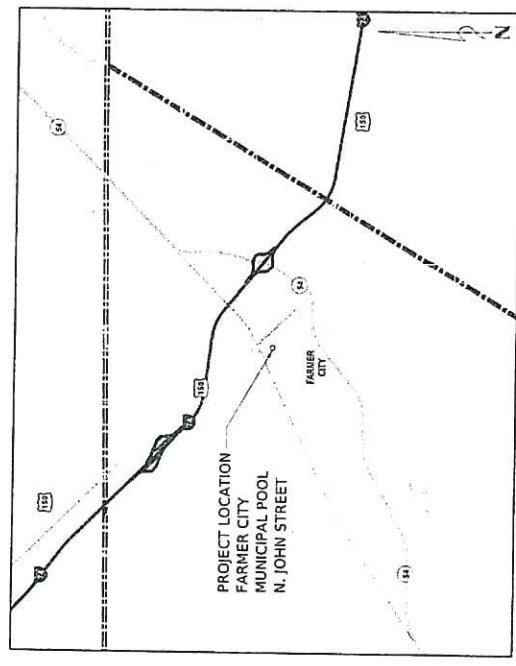
JULIE  
 JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION  
 1-800-492-0123  
 OR 811

PROJECT ENGINEER BAYLOR WAGEHOFF  
 PROJECT MANAGER JEFF SPILLER

MSI PROJECT NO. 23721005.00



LOCATION OF SECTION INDICATED THUS: [Symbol]



AGENCY RESPONSIBLE FOR LETTING

APPROVED \_\_\_\_\_ 20 \_\_\_\_\_

CITY OF FARMER CITY

ENGINEER'S SIGNATURE BOX

*Baylor Wagehoff*  
 9/7/2021

Baylor C. Wagehoff  
 PE, No. 042-02931

**GENERAL NOTES**

THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY THE ILLINOIS STATE BOARD OF CONSTRUCTION, SHALL GOVERN THE CONSTRUCTION OF THE PROPOSED WORK EXCEPT AS MODIFIED BY THE DRAWINGS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE UTILITY COMPANIES LOCATE THEIR FACILITIES ON SITE PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF THEIR FACILITIES. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF THE UTILITIES. THE CONTRACTOR SHALL CALL ILL.U.T.E. @ 1-800-892-0123 FOR UTILITY LOCATIONS.

THE CONTRACTOR WILL BE RESPONSIBLE FOR REPAIRS TO ANY UTILITY LINES AND EXISTING IMPROVEMENTS TO REMAIN THAT ARE DAMAGED AS A RESULT OF THE WORK.

ALL EXISTING SURROUNDING AREA AND PROPERTY SHALL BE PROTECTED BY THE CONTRACTOR. ANY OF THE SURROUNDING PROPERTY DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED OR REPLACED TO AN EQUAL OR BETTER CONDITION THAN WHAT EXISTED PRIOR TO CONSTRUCTION AT THE CONTRACTOR'S EXPENSE.

ADJUSTMENTS OF PROPOSED GRADES TO MATCH EXISTING PAVEMENT, DRIVEWAYS, OR OTHER FIELD CONDITIONS MAY BE REQUIRED AS DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCY IMMEDIATELY.

THE SUMMARY OF QUANTITIES HAS BEEN PROVIDED FOR THE CONTRACTOR'S REFERENCE. CONTRACTOR IS ALERTED TO THE FACT THAT THESE NUMBERS ARE ESTIMATES AND TO BE COMPARED WITH THE CONTRACTOR'S VERIFY QUANTITIES PRIOR TO ORDERING MATERIALS.

EXCESS MATERIALS ARE TO BE USED FOR OTHER ON-SITE PURPOSES. SHALL BE OFF-SITE BY THE CONTRACTOR.

THE WORK AREA SHALL BE POSITIVELY DRAINED DURING CONSTRUCTION. FINAL GRADES SHALL BE PROTECTED AGAINST DAMAGE FROM EROSION, SEDIMENTATION, AND TRAFFIC.

CONSTRUCTION OPERATIONS SHALL BE CONDUCTED IN SUCH A MANNER THAT EROSION AND WATER POLLUTION WILL BE MINIMIZED.

EROSION CONTROL IS A REQUIREMENT OF THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS. ANY FINES OR MATERIALS SHALL BE STORED IN A PROPER MANNER TO PREVENT NONCOMPLIANCE WILL BE BORNE SOLELY BY THE CONTRACTOR.

INLET FILTERS, AND OTHER EROSION CONTROL ITEMS SHALL BE INSPECTED BY THE CONTRACTOR AFTER EACH RAIN EVENT AND REPAIRS SHALL BE MADE BY THE CONTRACTOR AS NECESSARY.

**HOT-MIX ASPHALT MIXTURE REQUIREMENTS**

Mixture Designation:	3.5" Surface Course - Pavement	4.1 inch
AC/PS:	PG 58/28	50 LB/50 FT
AC/PS - Air Voids:	4% @ 14.50	4% @ 14.50
Mixture Composition (Gradation Mixture)	IL-9.5	IL-9.5
Friction Aggregate:	MIX C	MIX C
Quality Management Program:	QCOA	QCOA

- NOTE:
- Individual lift thickness of each mix type will be no less than 3 times nominal maximum aggregate size and no more than 6 times nominal maximum aggregate size, unless otherwise approved by the Engineer.
  - For design purposes, mixture weight for all mixes is determined to be 140 lb/cy.
  - Sublot size for prep and OCP mixes will be 1000 tons, unless otherwise agreed to by the Engineer and paving contractor.

**BITUMINOUS MATERIALS (TACK COAT) APPLICATION RATES**

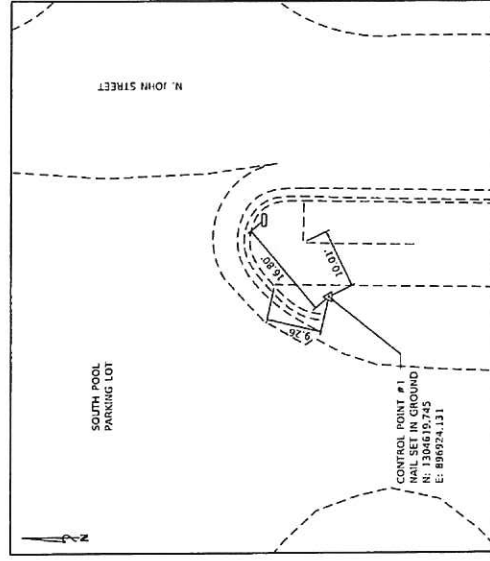
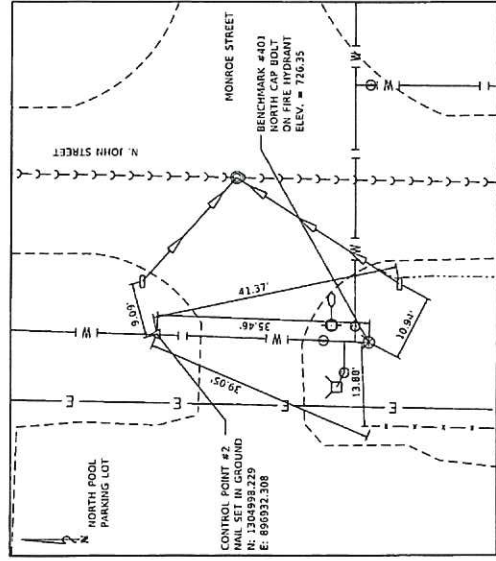
SURFACE TYPE	RESIDUAL RATE
FILLED (HMA OR PCC)	.08 LB/50 FT
FOG COAT (BETWEEN LIFTS)	.04 LB/50 FT

ALL COORDINATES SHOWN ARE BASED ON N.A.D. 1983 ILLINOIS STATE ALL ELEVATIONS SHOWN ON THE PLANS ARE BASED ON N.A.V.D. 88.

**SUMMARY OF QUANTITIES**

CODE NO.	ITEM	UNIT	TOTAL QUANTITY
XK006343	SEEDING (COMPLETE)	50 YD	372
Z8000510	INLET FILTERS	EACH	5
	PORTLAND CEMENT CONCRETE BASE COURSE WIDENING, 5"	50 YD	34
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,770
40600092	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	50 YD	74
40604050	HOT-MIX ASPHALT SURFACE COURSE, II-9.5, MIX "C", HSD	TON	358
42300100	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	50 YD	190
44000100	PAVEMENT REMOVAL	50 YD	185
44000600	SIDEWALK REMOVAL	50 FT	49
	PAVEMENT PATCHING, 4 INCH	50 YD	147
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	TON	13
50000070	STORM SEWERS, CLASS B, TYPE 1, 15"	FOOT	56
50000090	STORM SEWERS, CLASS B, TYPE 1, 18"	FOOT	61
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1
67100100	MOBILIZATION	L SUM	1
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	50 FT	37
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	747
78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	394
X0100002	GRADING AND SHAPING SPECIAL	50 YD	372
X4023008	INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE	EACH	3
	INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID (SPECIAL)	EACH	2
	MANHOLES, TYPE A, SPECIAL 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1
	ADS STORMTECH STORMWATER DETENTION SYSTEM	L SUM	1
Z0013798	CONSTRUCTION LAYOUT	L SUM	1

**CONTROL POINTS AND BENCHMARKS**






**HAURER-STUTZ**  
 ENGINEERS, ARCHITECTS, PLANNERS  
 1001 N. LEXINGTON AVENUE, SUITE 1000, CHICAGO, ILLINOIS 60610  
 TEL: 312.329.1000 FAX: 312.329.1001

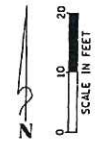
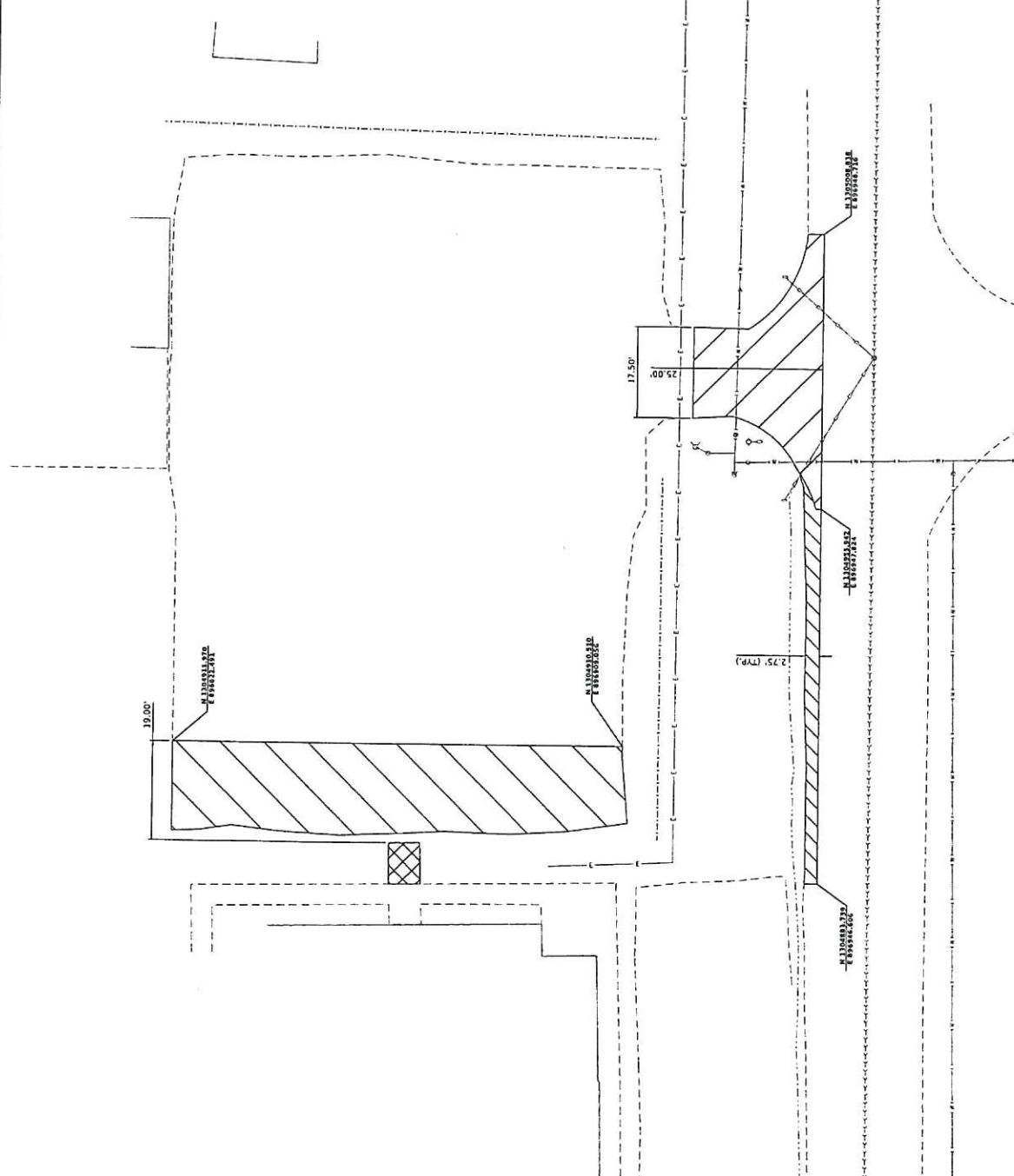
DESIGNED BY: BHW  
 CHECKED BY: BHW  
 DATE: 11/11/2011

PROJECT NO.: 110011001  
 SHEET NO.: 131  
 TOTAL SHEETS: 2

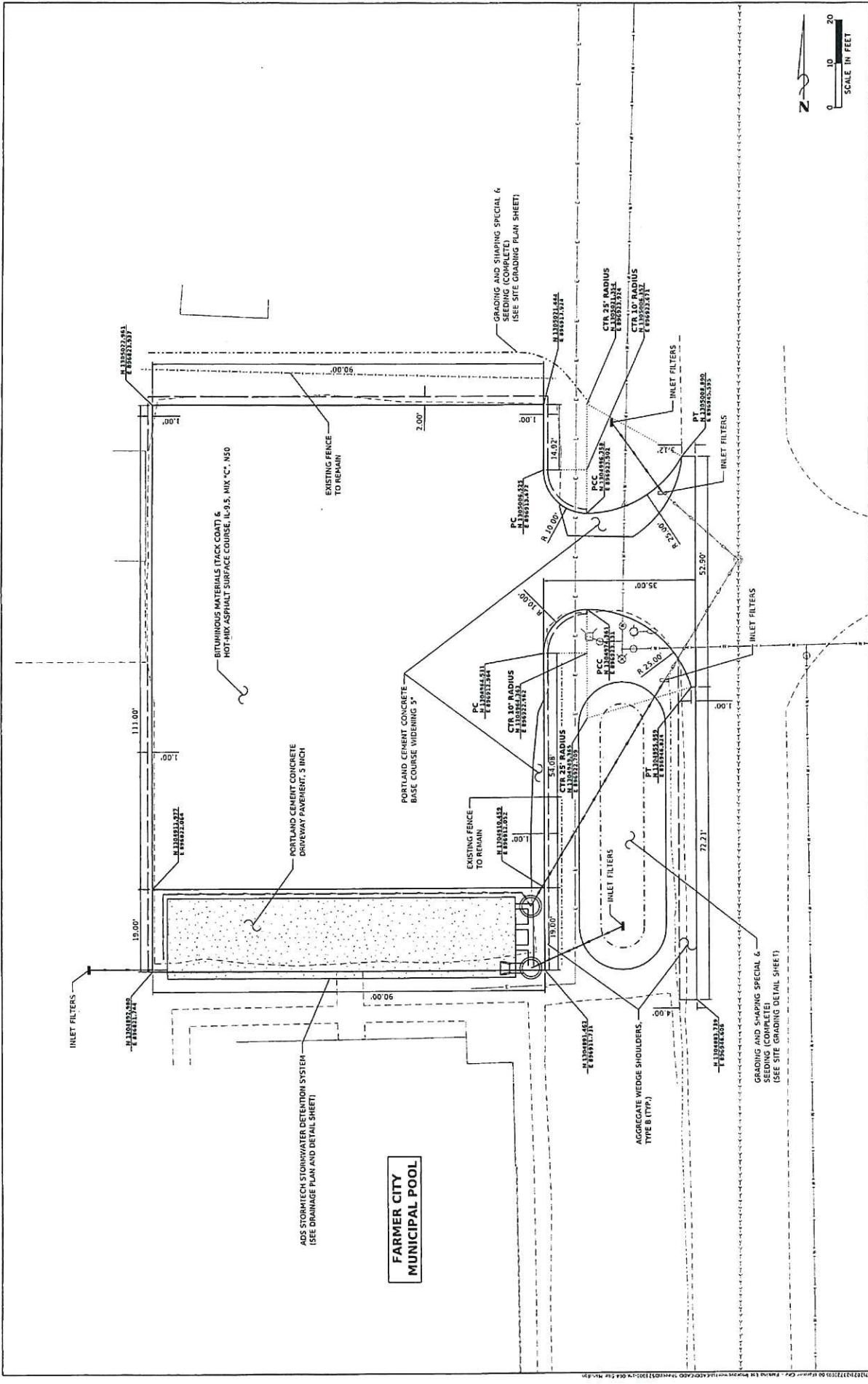
CITY OF FARMER CITY  
 JOHN STREET POOL - NORTH PARKING LOT IMPROVEMENTS  
 GENERAL NOTES, SUMMARY OF QUANTITIES, AND CONTROL POINTS  
 SCALE: 1" = 10'

**REMOVAL LEGEND**

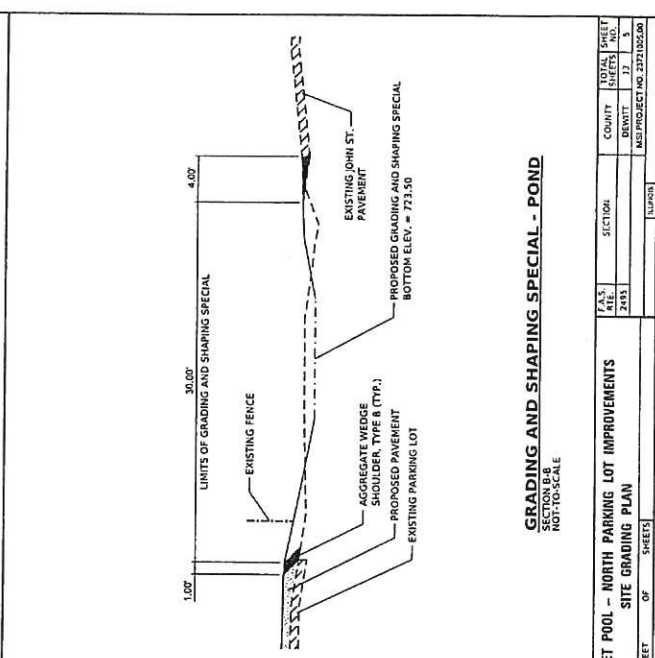
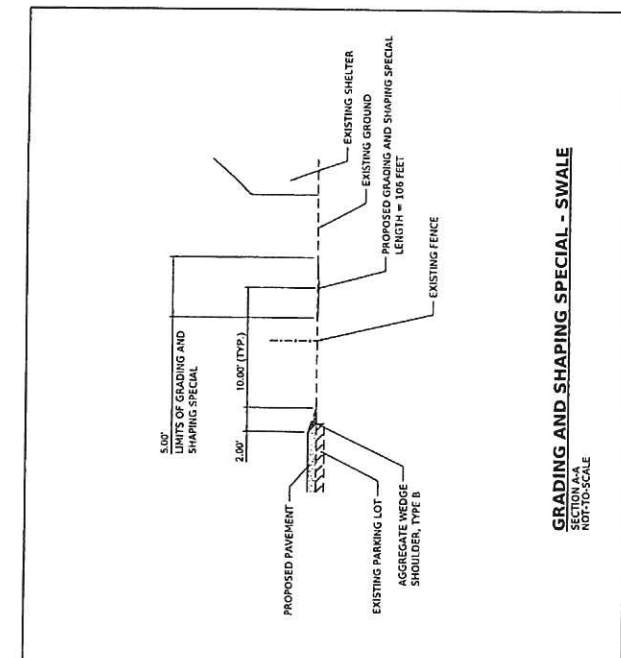
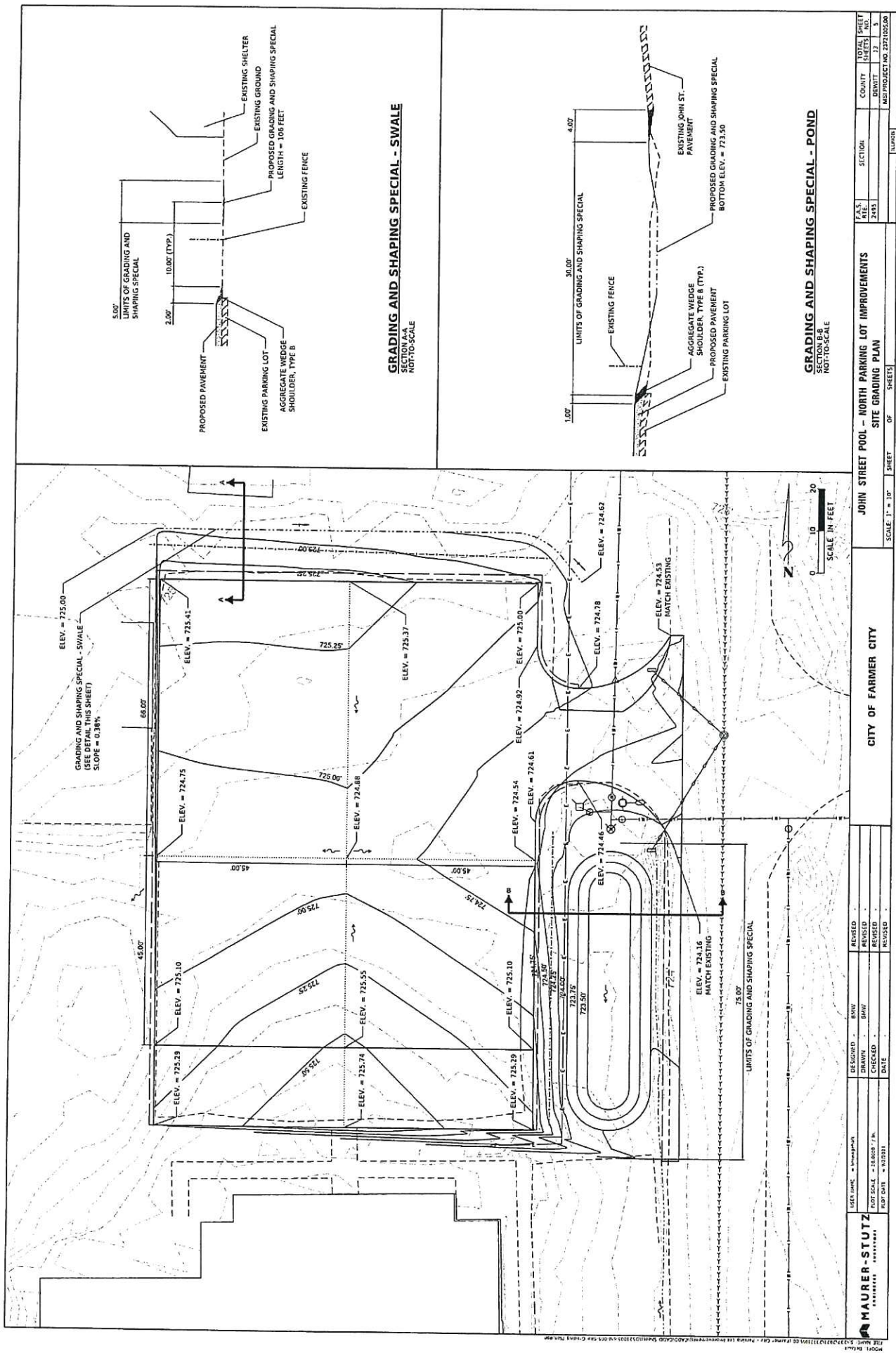
	PAVEMENT REMOVAL
	SIDEWALK REMOVAL
	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT



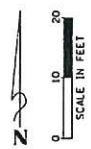
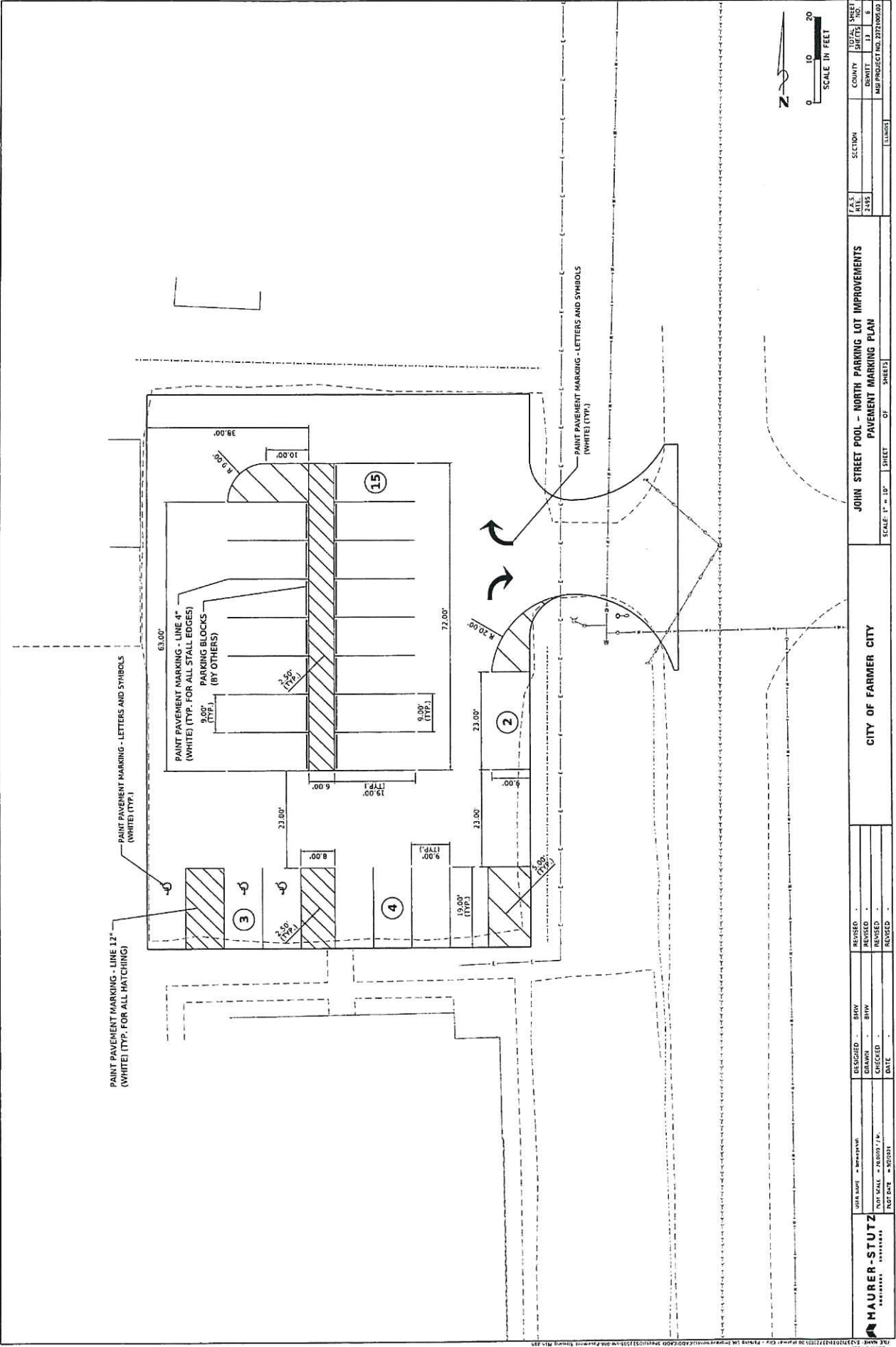
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ENGINEERS & ARCHITECTS		DRAWN BY	BMW	REVISION	
1000 W. 10TH ST. SUITE 100		CHECKED BY		REVISION	
DENVER, CO 80202		DATE		REVISION	
PROJECT NO. 2017001008		CITY OF FARMER CITY		SHEET 1 OF 1	
PROJECT TITLE: JOHN STREET POOL - NORTH PARKING LOT IMPROVEMENTS		SECTION		TOTAL SHEETS	
SCALE: 1" = 20'		COUNT		COUNT	
PRODUCT NO. 2017001008		SECTION		COUNT	



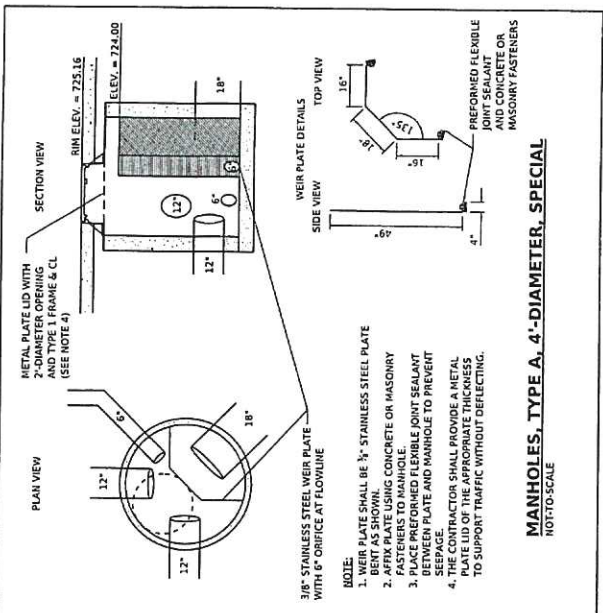
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	CITY OF FARMER CITY	SHEETS: [blank] OF [blank]	SCALE: 1" = 10'
JOHN STREET POOL - NORTH PARKING LOT IMPROVEMENTS SITE PLAN		F.A.S. SITE: [blank] DATE: [blank]	SECTION: [blank]
TOTAL SHEETS: [blank]		COUNTY: [blank]	SHEET NO.: [blank]



<b>MAURER-STUTZ</b> CITY ENGINEER	USER NAME = mstutz	DESIGNED =	REVISION
	DATE SCALE = 18.000 1/4"	DRAWN =	REVISION
	PLT DATE = 10/20/11	CHECKED =	REVISION
		DATE	
<b>CITY OF FARMER CITY</b>		JOHN STREET POOL - NORTH PARKING LOT IMPROVEMENTS	
SCALE: 1" = 10'		SITE GRADING PLAN	
SHEETS		SHEETS	
OF		OF	
SHEETS		SHEETS	
COUNTY		SECTION	
BLK/PT		SHEET NO.	
NSR PROJECT NO. 227102548		TOTAL SHEETS	

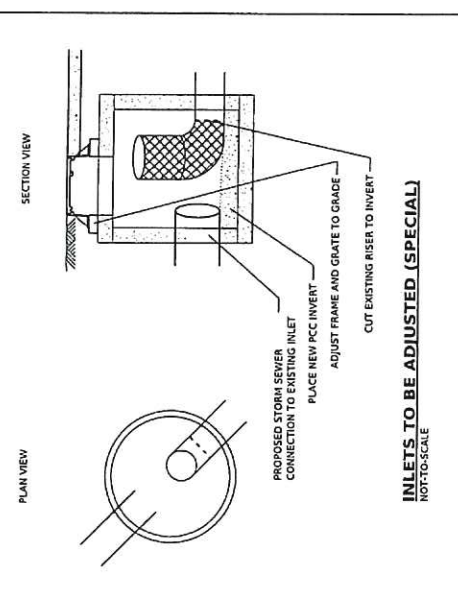


<b>HAURER-STUTZ</b> ENGINEERS & ARCHITECTS 1001 N. W. 10th St., Suite 200 Fort Lauderdale, FL 33304		DESIGNED BY: <u>          </u> DRAWN BY: <u>          </u> CHECKED BY: <u>          </u> DATE: <u>          </u>	REVISIONS: 1. <u>          </u> 2. <u>          </u> 3. <u>          </u>	<b>CITY OF FARMER CITY</b>	<b>JOHN STREET POOL - NORTH PARKING LOT IMPROVEMENTS</b> <b>PAVEMENT MARKING PLAN</b>		A.S. KIT: 2405 SECTION: COUNTY: <u>          </u> CITY: <u>          </u> DISTRICT: <u>          </u>	SHEETS: <u>          </u> OF <u>          </u> SHEETS
SCALE: 1" = 10'			SCALE: 1" = 10'			TOTAL SHEETS: 13 SHEET NO.: 8 NOT INDICATED OTHERWISE		

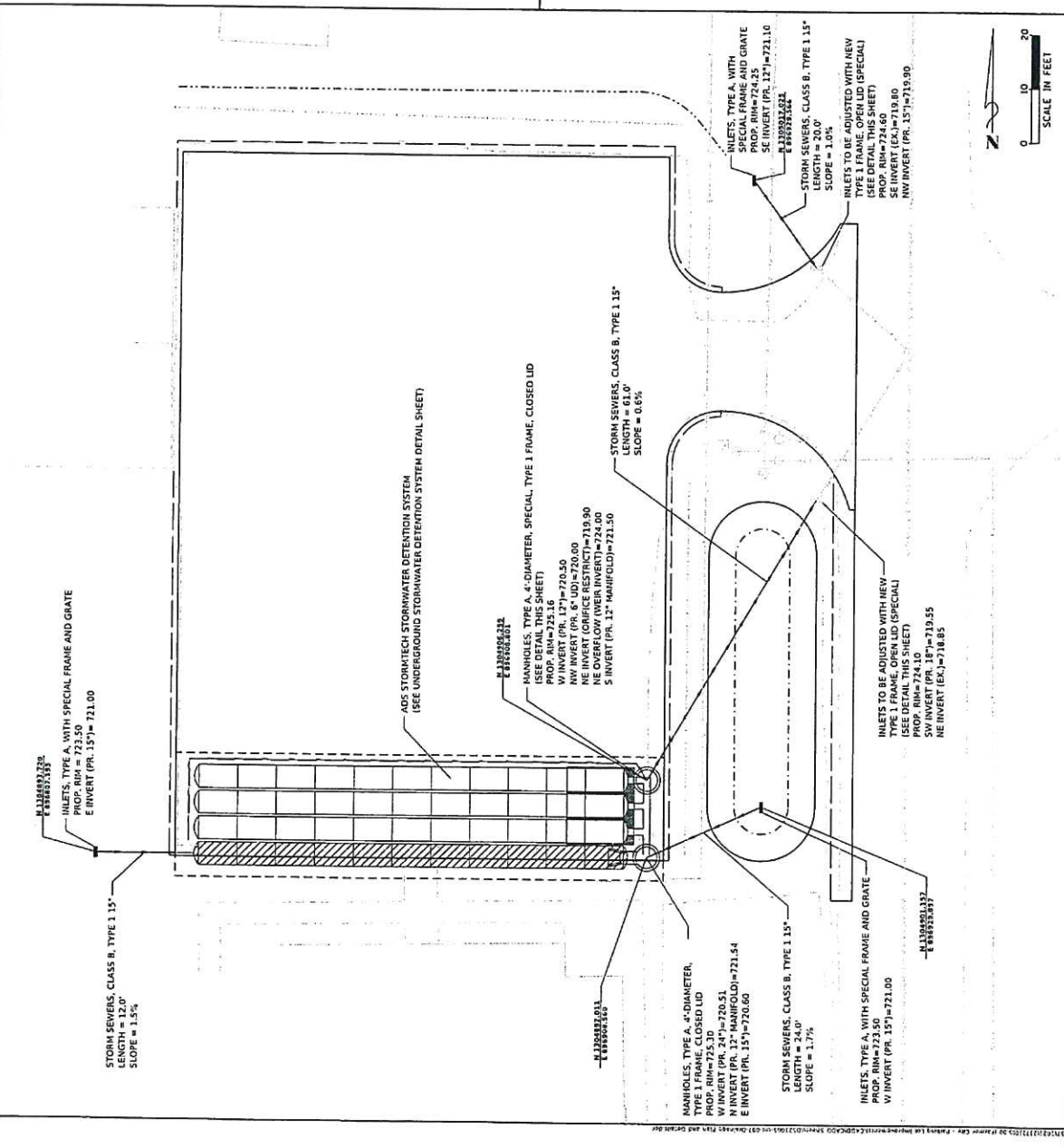


- NOTE:**
1. WEIR PLATE SHALL BE 1/2" STAINLESS STEEL PLATE BENT AS SHOWN, SET IN CONCRETE OR MASONRY FASTENERS TO MANHOLE.
  2. PREPARED FLEXIBLE JOINT SEALANT BETWEEN PLATE AND MANHOLE TO PREVENT SEEPAGE.
  3. MANHOLE FACTOR SHALL PROVIDE A METAL PLATE LID OF THE APPROPRIATE THICKNESS TO SUPPORT TRAFFIC WITHOUT DEFLECTING.

**MANHOLES, TYPE A, 4'-DIAMETER, SPECIAL**  
NORTH-SOUTH



TOTAL SHEETS		COUNTY		SECTION		SHEET		DATE	
24/25		24/25		24/25		24/25		11/20/21	



DESIGNED		DRAWN		CHECKED		APPROVED	
DATE		DATE		DATE		DATE	

MAURER-STUTZ  
CITY OF FARMER CITY

JOHN STREET POOL - NORTH PARKING LOT IMPROVEMENTS  
DRAINAGE PLAN AND DETAILS

SCALE: 1" = 10'  
SHEET 3 OF 3 SHEETS





FARMER CITY - JOHN STREET POOL - NORTH PARKING LOT IMPROVEMENTS  
 MSI Project NO. 23721005

COMPLETED BY: BMW  
 CHECKED BY: GBM

CODE NO.	ITEM	UNIT	TOTAL QUANTITY	Cost / Unit	Total Cost	Percent of Total
XX006343	SEEDING (COMPLETE)	SQ YD	372	\$10.00	\$3,720.00	2%
28000510	INLET FILTERS	EACH	5	\$250.00	\$1,250.00	1%
	PORTLAND CEMENT CONCRETE BASE COURSE WIDENING 5"	SQ YD	34	\$75.00	\$2,550.00	1%
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,770	\$3.00	\$5,310.00	3%
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	74	\$30.00	\$2,220.00	1%
40604050	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "C", N50	TON	358	\$160.00	\$57,280.00	29%
42300100	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 5 INCH	SQ YD	190	\$60.00	\$11,400.00	6%
44000100	PAVEMENT REMOVAL	SQ YD	185	\$30.00	\$5,550.00	3%
44000600	SIDEWALK REMOVAL	SQ FT	49	\$10.00	\$490.00	0%
	PAVEMENT PATCHING, 4 INCH	SQ YD	147	\$40.00	\$5,880.00	3%
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	TON	13	\$150.00	\$1,950.00	1%
550B0070	STORM SEWERS, CLASS B, TYPE 1 15"	FOOT	56	\$100.00	\$5,600.00	3%
550B0090	STORM SEWERS, CLASS B, TYPE 1 18"	FOOT	61	\$115.00	\$7,015.00	3%
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$2,500.00	\$2,500.00	1%
67100100	MOBILIZATION	L SUM	1	\$10,000.00	\$10,000.00	5%
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	32	\$10.00	\$320.00	0%
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	747	\$5.00	\$3,735.00	2%
78001150	PAINT PAVEMENT MARKING - LINE 12"	FOOT	394	\$7.00	\$2,758.00	1%
X0100002	GRADING AND SHAPING SPECIAL	SQ YD	372	\$5.00	\$1,860.00	1%
X6023508	INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE	EACH	3	\$2,000.00	\$6,000.00	3%
	INLETS TO BE ADJUSTED WITH NEW TYPE 1 FRAME, OPEN LID (SPECIAL)	EACH	2	\$2,000.00	\$4,000.00	2%
	MANHOLES, TYPE A, SPECIAL, 4'-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$4,500.00	\$4,500.00	2%
	ADS STORMTECH STORMWATER DETENTION SYSTEM	L SUM	1	\$50,000.00	\$50,000.00	25%
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$5,000.00	\$5,000.00	2%
<b>TOTAL:</b>					<b>\$200,888.00</b>	