

**REGULAR CITY COUNCIL MEETING  
105 S MAIN ST  
FARMER CITY, ILLINOIS  
MONDAY OCTOBER 18, 2021  
6:00 P.M.  
AGENDA**

**PRELIMINARY MATTERS**

1. Call to order
2. Roll call
3. Pledge of allegiance to the flag
4. Proclamations/presentations/recognitions
5. Public Comment –

**CONSENT AGENDA**

The following items will be adopted on a single motion without discussion unless a council member requests separate consideration:

- A. Approval of the minutes of the September 20, 2021 council minutes
- B. Fund Warrant List

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

- A. Ordinance 1075 an ordinance accepting a bid in connection with the sale of certain real estate (420 N John St).
- B. Approval of the quote from GameTime for the Prairie Ridge Subdivision Playground in the amount of \$ \_\_\_\_\_.

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

- A. Discussion regarding VFW parking.
- B. Ordinance 1074 An ordinance authorizing the execution of the RMA minimum/maximum contribution agreement.

**EXECUTIVE SESSION**

**OTHER ITEMS**

1. City manager report
2. Non-agenda items and other business

**ADJOURNMENT**

NOTE: Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at (309) 928-2842, 48 hours before the meeting. Staff will be pleased to make the necessary arrangements.

# MINUTES OF THE FARMER CITY, ILLINOIS

## CITY COUNCIL REGULAR MEETING

SEPTEMBER 20, 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 September 7, 2021 council meeting.
- B. Fund Warrant List

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

### UNFINISHED BUSINESS

### NEW BUSINESS

- A. Approve sale of 420 N John St to Will and Sarah Grider for \$13,500.  
The Grider's own the residence adjacent to this lot. There will still need to be a contract drawn and a resolution for the sale brought back to council at the next meeting.  
**MOTION** by McKinley to approve sale of 420 N John St to Will and Sarah Grider for \$13,500. Seconded by Friedrich. Voted unanimously. Motion carried.
- B. Discussion regarding Prairie Ridge playground design.  
City manager McLaughlin is asking council for direction regarding the playground surface in Prairie Ridge subdivision. Materials must be ordered by Nov 1<sup>st</sup> in order to meet grant requirements. 3 options are available. A poured surface, which is a spongy material, will add \$90,000 to the quote equaling \$243,000, a mix of both poured and mulch totaling \$226,000, or wood chip mulch totaling \$161,000. Councilman Friedrich asked about repair costs and how the City would afford replacing it in 20 years. Mayor Testory thought it would be worth the \$90,000 and we could start putting money away now to replace it. Council asked CM McLaughlin to find out repair and replace costs. Council asks for this to be decided on at the next meeting.
- C. Approval of the bid from Stark Excavating in the amount of \$221,769.00 for the N John St drainage project.  
The city received 3 bids on this project: Stark Excavating for \$221,769, Rowe Construction for \$260,862, and Cross Construction for \$270,684. The lowest bid was within 10% of the engineered cost. The engineer has recommended the city go forward with the project as they think prices will increase in the spring. By contract, the project should be completed by December 31, 2021.  
**MOTION** by McKinley to approve the bid from Stark Excavating in the amount of \$221,769.00 for the N John St drainage project. Seconded by Friedrich. Voted unanimously. Motion carried.

## **EXECUTIVE SESSION**

### **OTHER ITEMS**

#### **City Manager report**

City Manager McLaughlin informed council that the Gold Star Cyclists will be coming through Farmer City tomorrow, September 21<sup>st</sup> to the American Legion. Trick or treat hours were set permanently by council last year and will be 5:30pm to 8pm. The MFT project will start this week or beginning of next. She also wanted to commend the city departments for working together and completing an electrical job on Maple Street.

#### **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>		
DEWITT COUNTY RECORDER	71.00	MOWING LIENS - 400 WESTERN
WATTS COPY SYSTEMS INC	178.71	ADM COPIER
COOPER, BILLIE	300.00	CLEANING SERVICE
Mc LAUGHLIN, SUE	386.40	MILEAGE - IML CONFERENCE
City of Farmer City	368.11	ADM
MEDIACOM	290.20	INTERENET
SIMPLIFIED COMPUTERS	1,020.00	TECH SUPPORT - OCTOBER THROUGH DECEMBER
SIMPLIFIED COMPUTERS	45.00	ADM LABOR
AMERICAN LEGAL PUBLISHING	3,492.00	COUNCIL EDITING PAGES
MCKINLEY, WILLARD	174.72	MILEAGE
TESTORY, SCOTT	262.26	MILEAGE
STROUGH, JASON	1,200.32	MILEAGE REIMBURSEMENT AND HOTEL
PF Pettibone & Co.	343.90	POLICE - CITATION BOOKS
TECHNOLOGY MANAGEMENT	132.81	IWIN MEMBERSHIP SERVICES
City of Farmer City	86.08	POLICE
Evergreen FS Inc	1,562.29	POLICE FUEL
RON VANCE	866.67	SIDEWALK REPLACEMENT PROGRAM
LEHIGH HANSON INC.	484.43	CA6 ROCK
MITCHELL'S TRUCKING	581.31	CA6 TRUCKING ONLY
MID-WEST TRUCKERS ASSOCI	225.00	STREET DRUG TEST
FRONTIER	42.45	STREET
City of Farmer City	240.49	STREET
CORNGELIO AG	14.79	STREET SUPPLIES
CORNGELIO AG	12.98	STREET SUPPLIES
Evergreen FS Inc	360.53	STREET FUEL
City of Farmer City	511.75	PARK
NAPA	29.53	PARKS SUPPLIES
GAMETIME	3,799.89	SOUTH PARK SWING
ENGER BRO'S HEAT AC PLUMB	479.55	REPAIR LEAK IN SHOWER
City of Farmer City	1,207.02	POOL
Kiefer Aquatics	20.00	POOL - GUARD SUPPLIES
Total 100:	18,790.19	
<b>150</b>		
FAMILY TREE SERVICE	2,500.00	608 W MARKET TREE REMOVAL
Total 150:	2,500.00	
<b>170</b>		
ROADBOTICS INC	1,000.00	ROADWAY ANNUAL SUBSCRIPTION
BLUE RIDGE INDUSTRIAL TECH	500.00	BRHS CARPENTRY CLASS - GUN RANGE
Total 170:	1,500.00	
<b>510</b>		
Cox Electric Motor Service	1,128.00	REPAIR PUMP FROM CEMETARY
Gasvoda & Associates	14,714.05	REPAIR PUMP AND VALVES
MID-WEST TRUCKERS ASSOCI	75.00	WATER DRUG TEST
City of Farmer City	988.13	WATER
Yeagle Electric	117.50	CHEMICAL DELIVERY
CORNGELIO AG	38.11	OPERATING SUPPLIES
Evergreen FS Inc	300.44	WATER FUEL
MIDWEST METER INC.	374.00	METER REPLACE
Water Products Co.	394.00	BELL POINT REPAIR CLAMPS

Vendor Name	Net Invoice Amount	
Total 510:	18,129.23	
<b>520</b>		
City of Farmer City	7,009.11	SEWER
Grainger	38.80	CHEMICAL TANK REPAIR
USA BLUEBOOK	137.74	PARTS FOR CHEMICAL STORAGE TANK
COMPLETE INTEGRATION AND	750.00	PROGRAMMING
CORNDELIO AG	43.87	OPERATING SUPPLIES
Evergreen FS Inc	390.58	SEWER FUEL
Total 520:	8,370.10	
<b>530</b>		
ATLANTIC SERVICES	654.06	REPAIR OF ALLEY
INTERSTATE BILLING SERV. IN	424.23	BOBCAT LABOR AND PARTS
PRODUCTIVITY PLUS ACCOUN	91.52	PARTS
Drake Scruggs	40.00	TRUCK #9 PARTS
HEPLERBROOM LLC	140.00	ELEC LEGAL
MID-WEST TRUCKERS ASSOCI	225.00	ELEC DRUG TEST
WELTY, JOE	51.13	CDL LICENSE REIMBURSEMENT
City of Farmer City	667.07	ELECTRIC
Grainger	32.34	ELEC SUPPLIES
CORNDELIO AG	229.41	ELE SUPPLIES
Evergreen FS Inc	390.56	ELEC FUEL
Total 530:	2,945.32	
Grand Totals:	52,234.84	

**ORDINANCE NO. 1075**

**AN ORDINANCE  
ACCEPTING A BID IN CONNECTION  
WITH THE SALE OF CERTAIN REAL ESTATE  
(420 Noth John Street)**

**WHEREAS**, the City of Farmer City, DeWitt County, Illinois (the “**City**”) owns the parcel of real estate identified on Exhibit A attached hereto and incorporated herein by this reference thereto (collectively, the “**Real Estate**”); and

**WHEREAS**, under and pursuant to Division 76 of the Illinois Municipal Code (65 ILCS 5/11-76-1 et seq.) as supplemented and amended (collectively, the “**Act**”), the Mayor and City Council (the “**Corporate Authorities**”) of the City passed Ordinance No. 1071, entitled “AN ORDINANCE DECLARING 420 NORTH JOHN STREET AS SURPLUS PROPERTY AND DIRECTING THE SALE OF REAL ESTATE AND RELATED MATTERS (420 NORTH JOHN ST)”, on July 19, 2021, and such Ordinance was approved by the City Mayor on July 19, 2021 (the “**Authorizing Ordinance**”); and

**WHEREAS**, as provided in the Authorizing Ordinance, the Corporate Authorities, having found and determined that the Real Estate was no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the City to retain, directed that the sale of the Real Estate be made under and pursuant to the Act by sealed bid, with notice thereof to be published once each week for three (3) successive weeks in the *Clinton Journal*, a weekly newspaper published within DeWitt County, Illinois, (the “**Notice**”); and

**WHEREAS**, the Notice, which advertised for sealed bids in connection with the proposed sale of the Real Estate and contained an accurate description of the Real Estate, the purpose for which the Real estate is being used and the conditions for further use, if any, was published once each week for three (3) successive weeks, in the *Clinton Journal*, as directed by the Authorizing Ordinance; and

**WHEREAS**, there has been submitted and opened at the September 20, 2021 Council Meeting and there is now before the meeting of the Corporate Authorities at which this Ordinance is adopted a bid (the “**Bid**”) submitted in the form of a written bid by William Grider and Sarah Grider (the “**Bidder**”); and the City Attorney has prepared a written “REAL ESTATE SALES CONTRACT” (the “**Purchase Agreement**”), in accordance with the requirements of the Authorizing Ordinance and the Notice; and

**WHEREAS**, the Bid submitted by the Bidder, and the form of Purchase Agreement, proposes to purchase the Real Estate for \$13,500, subject to such terms, conditions and other requirements as more specifically set forth in the form of the Purchase Agreement.

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

**Section 1.** That the Corporate Authorities hereby find, determine and declare that the matters herein above set forth in the preambles and recitals to this Ordinance are true, correct and complete and are hereby incorporated herein by this reference thereto.

**Section 2.** That the Bid as submitted by the Bidder, including the terms, conditions and other requirements thereof as set forth in the form of the Purchase Agreement, be and the same is hereby accepted by the Corporate Authorities for and on behalf of the City. As an integral part of such acceptance of the Bid, the form of the related Purchase Agreement is accordingly also hereby authorized and approved.

**Section 3.** That for and on behalf of the City, the Mayor is hereby authorized to accept the Bid by executing and delivering the Purchase Agreement and, if required, the City Clerk is hereby authorized to attest such execution of the Purchase Agreement, with such changes and revisions in the form of such Purchase Agreement as may be approved by the Mayor, such execution or acceptance thereof, as the case may be, to constitute conclusive evidence of such approval of any and all such changes or revisions therein from the form of the Purchase Agreement as presented to and now before the meeting of the Corporate Authorities at which this Ordinance is adopted.

**Section 4.** That the sale of the Real Estate is hereby authorized to be made to the Bidder upon full and complete performance by the Bidder of each of its obligations under the Purchase Agreement, the Corporate Authorities hereby expressly ratifying and confirming its earlier finding in the Authorizing Ordinance that the Real Estate is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the City to retain.

**Section 5.** That all actions of the officers, employees, agents and attorneys of the City heretofore taken in connection with the Authorizing Ordinance, the Notice, the Bid and the Real Estate are hereby ratified, confirmed and approved.

**Section 6.** That from and after the effective date of this Ordinance, the proper officers, employees, agents and attorneys of the City are hereby authorized, empowered and directed to do all such acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Purchase Agreement and this Ordinance in accordance with the respective terms, conditions and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the completion of the sale of the Real Estate under and pursuant to the terms, conditions and other requirements of the Purchase Agreement.

**Section 7.** This Ordinance shall become effective upon its passage and approval as required by law.

This Ordinance is hereby passed, the “ayes” and “nays” being called, by a three-fourths vote of the Corporate Authorities then holding office at a regular meeting on the date set forth below upon a roll call vote as follows:

“Ayes” \_\_\_\_\_  
“Nays” \_\_\_\_\_  
“Absent” \_\_\_\_\_

**PASSED** this 18th day of October, 2021.

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City Clerk

**APPROVED** this 18th day of October, 2021.

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Mayor



**EXHIBIT A**

**Legal Description of Real Estate**

Lot 5 in Block 30 in Weedman and McCord's Addition to the Town, now City of Farmer City, situated in the County of DeWitt, in the State of Illinois.

P.I.N.: 05-28-180-001

with a common address of 420 North John Street, Farmer City, Illinois 61842

**REAL ESTATE SALES CONTRACT**

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

**ADDRESS:** Attn: Sue McLaughlin, City Manager  
105 S. Main Street  
Farmer City, IL 61842-0049

**TELEPHONE:** (309) 928-3412

**ATTORNEYS FOR SELLER:** Joseph P. Chamley  
Evans, Froehlich, Beth & Chamley  
44 Main Street, Suite 310  
Champaign, IL 61820  
Tele: 217/359-6494  
jchamley@efbclaw.com

**BUYER: WILLIAM GRIDER AND SARAH GRIDER**

**ADDRESS:** 419 N Plum Street  
Farmer City, IL 61842  
Tele: (217) 369-2161

**ATTORNEYS FOR BUYER:**

1. **OFFER AND ACCEPTANCE:** Seller agrees to sell and Buyer agrees to purchase the following described real estate:

Lot 5 in Block 30 in Weedman and McCord's Addition to the Town, now City of Farmer City, situated in the County of DeWitt, in the State of Illinois.

P.I.N.: 05-28-180-001

with a common address of 420 North John Street, Farmer City, Illinois 61842  
(the "Property")

in the County of DeWitt, Illinois, together with all improvements and appurtenances thereon, upon the terms set forth in this contract.

2. **PURCHASE PRICE:** Buyer agrees to pay to Seller the total sum of THIRTEEN THOUSAND FIVE HUNDRED and 00/100 Dollars (\$13,500.00) ("Purchase Price"). Buyer has deposited with Seller the sum of \$NA as NON-REFUNDABLE (except as otherwise provided herein) earnest money ("Earnest Money") to be held for delivery to Seller at time of closing. The balance of the purchase price shall be paid to Seller at closing by cashier's check, wire transfer, or other form of Payment acceptable to Seller.

3. **POSSESSION AND CLOSING:** Seller shall deliver possession of the premises to Buyer at closing, which shall be held on or before November 15, 2021. If Buyer is granted early possession, but fails to close, Buyer shall return the premises to Seller in at least as good a condition as when Buyer was granted access or delivered possession and any improvements to

premises shall belong to Seller and Buyer shall not be entitled to any reimbursement or payment for any improvements.

4. **CONDITION OF PREMISES:** Seller obtained this Property through repossession/condemnation. Buyer acknowledges they have inspected the improvements thereon (if any) and they are acquainted with the condition thereof. Buyer accepts the same as of the time they executed this contract in: **AS-IS Condition, with no representations or warranties, either written or implied.**

5. **DEED OF CONVEYANCE:** Buyer or Buyer's attorney shall promptly advise Seller's attorney of the desired form of deed. As soon as practicable thereafter, Seller's attorney shall prepare and Seller shall execute a recordable Municipal Special Warranty Deed sufficient to convey the real estate to Buyer or their nominee, in fee simple absolute, subject only to exceptions permitted herein. The deed shall then be held by the Seller's attorney, as escrow agent for both parties with copies of the executed deed to be delivered to attorneys for both parties. The deed shall be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract.

6. **TAXES, ASSESSMENTS:** Real estate taxes apportioned through the date of closing shall be at Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. **THERE SHOULD BE NO TAX AS THE PROPERTY IS EXEMPT.** Transfer tax and all special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller's expense. **THERE SHOULD BE NO TRANSFER TAX AS THE TRANSACTION IS EXEMPT.** All such taxes and special assessments shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

7. **EVIDENCE OF TITLE:** Within fourteen (14) days of the date of this Contract, Seller shall deliver to Buyer as evidence of Seller's title a Commitment for Title Insurance issued by a title insurance company doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer names for the amount of the purchase price. Seller shall be responsible for payment of the owner's premium and Seller's search charges. Buyer shall be responsible for Buyer's search charges. The cost of providing title insurance for Buyer's lender, if any, shall be borne by Buyer. Any closing fee charged by a title company or closing agent shall be paid by Buyer.

Permissible exceptions to title shall include only the lien of general taxes and special assessments for year 2021; zoning laws and building ordinances; easements, apparent or of record, which do not underlie the improvements; covenants and restrictions of record which are not violated by the existing improvements or the present use of the property and which do not restrict reasonable use of the property; and limitations and conditions imposed by the Illinois Condominium Property Act.

If title evidence discloses exceptions other than those permitted, Buyer shall give written notice of such exceptions to Seller within a reasonable time. Seller shall have a reasonable time to have such title exceptions removed, or, any such exception which may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If Seller is unable to cure such exception, then Buyer shall have the option to terminate this Contract in which case Buyer shall be entitled to refund of the earnest money.

8. **NO INSPECTIONS/WOOD INFESTATION REPORT:** Seller shall provide no inspections of any kind. Seller obtained this Property through repossession/condemnation. Buyer acknowledges they have inspected the improvements thereon and they are acquainted with the condition thereof. Buyer accepts the same as of the time they executed this contract in: **AS-IS Condition, with no representations or warranties, either written or implied.**

9. **DEFAULT:**

(A) In the event of the failure of Seller or Buyer to perform the obligations imposed upon them by this Contract, Seller or Buyer may serve written notice of default upon Seller or Buyer and if such default is not corrected within ten (10) days thereafter, Seller or Buyer is deemed in default and the aggrieved party may take one or more of the following actions: sell the Property to a third party and maintain a claim for monetary damages for breach of contract; maintain a specific performance action; and maintain any other or different remedy allowed by law.

(C) The foregoing remedies in the event of a default are not intended to be exclusive and the parties shall have the right to all other lawful remedies.

(D) In the event of such breach, the non-defaulting party shall be excused from further performance of the contract, unless he elects the remedy of Specific Performance.

(E) Default by any party to this Contract shall also entitle the nondefaulting party to reasonable costs, attorneys' fees and expenses incurred by reason of the default (breach) of this contract.

10. **NOTICES:** Any notice required under the contract to be served upon Seller or Buyer shall be in writing and shall be deemed effective when either actually received or when mailed to such Party evidenced by certified mail or upon postal certification of mailing to such party; information copies of all such notices shall be sent or delivered to offices of the attorneys named herein and such information copies may be sent by facsimile transmission. Notice to or from one of multiple Buyer shall be effective as to all Buyers; notice to or from one of multiple Seller shall be effective as to all Sellers. In the event Seller's address is not shown herein, notices as provided in this Paragraph may be sent to the Seller at the common address of the real estate. In the event any certified mailing is indicated "Return Receipt Requested" such mailing shall also be made by first class mail.

11. **COMPLIANCE:** Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with all applicable laws.

In the event the sales price herein exceeds the threshold exception of Section 1445 of the Internal Revenue Code, as amended, Seller hereby certifies (under penalties of perjury) that Seller is not foreign person and agree upon request to execute an affidavit so stating.

12. **ENTIRETY OF AGREEMENT:** This Contract contains the entire agreement between the parties and NO ORAL REPRESENTATION, warranty or covenant exists other than herein set forth. References to plural parties shall apply to singular parties as well. References to specific number of days shall mean calendar days.

13. **TIME OF THE ESSENCE:** The time for performance of the obligations of the parties is of the essence of this Contract.

14. **FINANCING:** There is no financing contingency.

15. **BROKER:** Neither party has engaged a broker and no commissions are owed.

16. **OFFER AND ACCEPTANCE DEADLINE.** This shall be a legally binding Contract if all parties execute this Agreement AND UPON APPROVAL BY THE CITY COUNCIL OF CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS. If Buyer does not execute and deliver to Seller on or before 4:30 P.M. Friday, October 22, 2021, this is null and void and Seller withdraws its offer to sell.

**CAUTION: This will be a legally binding contract when fully signed by all named parties personally or by an agent with written power of attorney to do so. A photocopy or facsimile of a party's original signature shall be as effective as the original. Signatures by an agent without the authority of a written power of attorney shall be of no effect. If you do not understand the terms or wish to include additional terms not available on the pre-printed addendum forms, seek legal counsel.**

**SELLER's SIGNATURES:  
CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS**

**BY:** \_\_\_\_\_  
Mayor

**ATTESTED TO:**

**BY:** \_\_\_\_\_  
City Clerk  
Date \_\_\_\_\_ Time \_\_\_\_\_

**BUYER's SIGNATURE:  
WILLIAM GRIDER AND SARAH GRIDER**

**BY:** \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date \_\_\_\_\_ Time \_\_\_\_\_

**BY:** \_\_\_\_\_  
Print Name: \_\_\_\_\_



VETERANS OF FOREIGN WARS.

## Fred O'Malley VFW Post 6190

106 S Main St, Farmer City, IL 61842

Thursday, September 09, 2021

To: The City of Farmer City  
105 South Main St  
Farmer City, Illinois 61842  
Attn, Mayor Scott Testory

Dear Mayor Testory

The Fred O'Malley Post 6190 is writing respectfully to request a disabled parking space to be located at the entrance of the Farmer City VFW.

The VFW remains a partner to the community hosting and participating in several events.

Many of our members are of advanced age with handicap placards and the current Post Commander of 6190, Dion Lathrom, uses a wheel chair as his primary means of mobility. For this reason we request the two spaces in the south west corner (in front of the VFW) be combined into one ADA parking space, marked with a handicap placard and striped accordingly.

Sincerely

A handwritten signature in black ink that reads "Lowell Spieker". The signature is written in a cursive style.

Quarter Master  
Lowell Spieker

Ordinance No. 1074

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE RMA  
MINIMUM/MAXIMUM CONTRIBUTION AGREEMENT

**Whereas**, the City of Farmer City, a member in good standing of the Illinois Municipal League Risk Management Association (RMA) and party to the RMA Intergovernmental Cooperation Contract, has been fully apprised of the RMA Minimum/Maximum Contribution Agreement which amends and supplements the RMA Declarations pages dated 01/01/22 to 01/01/2023 and all endorsements thereto; and

**Whereas**, the City Council of the City of Farmer City finds it to be in the best interest of the municipality to make its RMA contribution in accordance with the RMA Minimum/Maximum Contribution Agreement; and

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

**Section 1.** That the execution of the RMA Minimum/Maximum Contribution Agreement for a one (1) year period beginning 01/01/2022 and ending 01/01/2023 is hereby authorized.

**Section 2.** That the Mayor and City Manager are hereby granted authority to execute the RMA Minimum/Maximum Agreement which amends and supplements the RMA Declarations pages dated 01/01/2022 to 01/01/2023 and all endorsements thereto.

**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 18th DAY OF OCTOBER, 2021.

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

ATTESTED:

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

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

October 1, 2021

The Honorable Scott Testory  
Mayor  
City of Farmer City  
PO Box 49  
105 South Main Street  
Farmer City, IL 61842-0049

Dear Mayor Testory:

The Illinois Municipal League Risk Management Association (RMA) thanks you for your continued participation in the RMA program. We are very proud of our long history of providing an excellent risk management program and superior customer service to our members.

Enclosed please find your municipality's invoice for the 2022 coverage year starting on January 1, 2022. **We are very pleased that for the fourth year in a row, and due to solid financial decisions, your 2022 renewal rate has not increased.** In addition, we are pleased to continue to offer a **1% early payment discount if your payment is received in full no later than November 19, 2021.**

We have been working on your behalf to provide the following coverage enhancements for 2022:

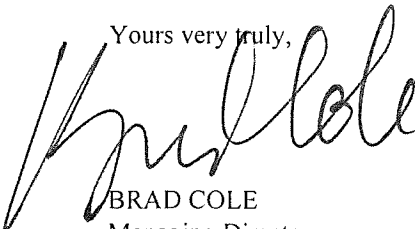
- Increased limit on non-scheduled property in the open from \$5,000 to \$10,000.
- Increased limit on outdoor trees, shrubs and plants from \$1,000 per item to \$10,000 per item and from \$10,000 per occurrence to \$25,000 per occurrence.
- Coverage for automobile tire replacement if damage is caused by vandalism.
- Increased limit on drone physical damage coverage from \$2,500 to \$5,000.
- An added sublimit of \$100,000 for leased or rented equipment.

These coverage enhancements are in addition to the protection, budget stability, convenience, loss control training, expert claims handling and superior customer service that you are already accustomed to as a valued RMA member.

We thank you for making RMA your choice for professional risk management services and coverage. If you have questions about your 2022 renewal contribution amount or coverages, please contact Julia Reynolds at (800) 252-5051 ext. 1199 or Josh Odle at (800) 252-5051 ext. 2163.

If you would like one of our staff members to visit your municipality to review the RMA program and its benefits, or have any other questions or comments, please feel welcome to contact our main office at (217) 525-1220 to schedule an appointment. Thank you for your continued membership.

Yours very truly,



BRAD COLE  
Managing Director

c: Mackenzie Zimmerman, Risk Management Coordinator

*Disclaimer: The trade secret, commercial, and financial information contained in the documents hereby provided are proprietary, privileged, and confidential IMLRMA/CCMSI records. Distribution of such trade secret, commercial, or financial information is prohibited and would cause competitive harm to IMLRMA/CCMSI.*



**Minimum/Maximum Contribution Agreement**

This Agreement is between the Illinois Municipal League Risk Management Association (RMA), an intergovernmental association formed pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the **CITY OF FARMER CITY**, a member of RMA. This Agreement amends and supplements the declarations pages dated January 01, 2022 to January 01, 2023 and all endorsements thereto.

**1. DEFINITIONS**

The following definitions shall apply for purposes of this Agreement:

- Loss Fund – Those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Minimum Loss Fund – 85% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Maximum Loss Fund – 130% of those dollars set aside for the payment of claims excluding reinsurance and excess premiums and administrative costs.
- Paid Claim Dollars – Those payments made by RMA on claims including defense costs against the **CITY OF FARMER CITY** minus recovery from subrogation, deductible or salvage credited against those claim payments.
- Minimum Contribution – Minimum Loss Fund including reinsurance and excess premiums and administrative costs.
- Maximum Contribution – Maximum Loss Fund including reinsurance and excess premiums and administrative costs.

**2. MINIMUM/MAXIMUM CONTRIBUTION BREAKDOWN**

The **CITY OF FARMER CITY** hereby agrees to the following schedule of contributions:

	<u>Minimum Contribution</u>		<u>Maximum Contribution</u>
Reinsurance and Excess Premiums and Administrative Costs	\$ 38,570		\$ 38,570
Loss Fund	@ 85% \$ 82,249		@ 130% \$ 125,793
Contribution	\$ 120,819		\$ 164,363

3. Based upon a comparison of paid claim dollars against the loss fund, RMA will determine whether additional contributions beyond the minimum contribution will be required up to the maximum contribution.
4. For purposes of determining paid claims, RMA will complete a semi-annual review of paid claim dollars.

5. **NOTICE**

RMA hereby agrees to send, through its agents, written notice when paid claim dollars are equal to or greater than 60% of the Minimum Loss Fund.

RMA agrees, through its agents, to send a second written notice when paid claim dollars equal or exceed 85% of the Minimum Loss Fund.

6. **BILLING/PAYMENT** – The parties to this Agreement hereby agree to the following terms:

When paid claim dollars reach or exceed 100 percent of the Minimum Loss Fund, billing will be instituted on a yearly basis for those paid claim dollars in excess of the Minimum Loss Fund and billing will continue on a yearly basis until the Maximum Loss Fund limit is attained or all claims initiated during the coverage period are closed. Billings will be completed in July of each year for paid claim dollars through June 30.

The **CITY OF FARMER CITY** hereby agrees to make payment within 30 days of its receipt of billing.

7. All other definitions, conditions and coverages of RMA remain the same under this Agreement, including the handling of all claims and member contribution payment schedules.
8. This Agreement is to be interpreted and construed in accordance with the laws of the State of Illinois.
9. If any one portion or portions of this Agreement is found to be invalid or unenforceable, the remainder shall remain valid and binding on the parties.

The undersigned hereby affirm that they are duly authorized as agents to bind the parties to this Agreement.

\_\_\_\_\_  
Mayor/Village President/Town President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treasurer/Comptroller/Risk Management Coordinator

\_\_\_\_\_  
Date

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*Reserved for RMA use only*

\_\_\_\_\_  
**RMA Managing Director**

\_\_\_\_\_  
**Date**



# INVOICE

## 2022 Min/Max Contribution

The signed Min/Max Agreement must be returned with your payment.

PO Box 5180, Springfield, IL 62705-5180 | Ph: (217) 525-1220 | Fax: (217) 525-7438

Please return this form with payment after completing the information on the reverse side.

Date: October 1, 2021  
 Member: City of Farmer City  
 Account #: 0189  
 Indicate Payment Option (from list below): \_\_\_\_\_  
 Amount Enclosed: \$ \_\_\_\_\_

**MAKE CHECK PAYABLE TO RMA**

**BILLING DETAIL**

2022 IML RISK MANAGEMENT ASSOCIATION ANNUAL CONTRIBUTION

Work Comp	\$34,064
Auto Liability & Comprehensive General Liability	\$40,802
Portable Equipment	\$ 860
Auto Physical Damage	\$2,593
Property	\$42,500
	\$120,819

2022 ILLINOIS MUNICIPAL LEAGUE MEMBERSHIP DUES*	\$ 250
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**INVOICE TOTAL** **\$121,069**

<b>PLEASE CHOOSE ONE OF THE FOLLOWING PAYMENT OPTIONS and enter it in the space provided above:</b>	
<b>OPTION #1 – Pay Full Amount</b>	
Contribution Amount	<b>\$120,819.00</b>
Minus 1% Savings	<b>\$1,208.19</b>
	<b>\$119,610.81</b>
Illinois Municipal League Dues	<b>\$ 250.00</b>
<b>Total due by 11/19/21</b>	<b>\$119,860.81</b>
<b>OPTION #2 - Pay Full Amount</b>	
Contribution Amount	<b>\$120,819.00</b>
Illinois Municipal League Dues	<b>\$ 250.00</b>
<b>Total due by 12/17/21</b>	<b>\$121,069.00</b>
<b>OPTION #3 - Pay in two installments</b> Includes 1% installment fee	
Contribution Amount	<b>\$120,819.00</b>
Plus 1% fee	<b>\$1,208.19</b>
	<b>\$122,027.19</b>
Illinois Municipal League Dues	<b>\$ 250.00</b>
	<b>\$122,277.19</b>
<b>\$61,138.60</b>	<b>Due by 12/17/21</b>
<b>\$61,138.59</b>	<b>Due by 5/20/22</b>

*\*Membership with the Illinois Municipal League (IML) is a requirement to remain a member of the IML Risk Management Association.*

On behalf of the municipality named above ("Member"), I hereby warrant that I have the authority to sign this agreement on the Member's behalf. (If choosing the installment option, I acknowledge and understand that it is afforded only as a benefit for budgeting purposes and is not meant to allow for mid-term withdrawal.) I acknowledge and understand that Article 5 of the Intergovernmental Cooperation Contract ("Contract") prohibits termination of the Intergovernmental Cooperation Contract no less than 120 days prior to the first day of January of any given year. Per Article 5, I warrant that the Member will adhere to the Contract and pay all contributions when due.

**Municipal Official (please sign):**

\_\_\_\_\_

Title: \_\_\_\_\_

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