

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY JUNE 6, 2022
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 May 16, 2022 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Presentation by Retail Strategies
- B. Ordinance 1085 making annual appropriations for the City of Farmer City for FY 2022-23.
- C. Ordinance 1086 An ordinance amending ordinance 1077 “An ordinance creating a vacant property registry”.
- D. Resolution 70 resolution authorizing the expenditure of funds for fireworks.
- E. Discussion regarding the vacation of triangular ROW at E High St and State St.
- F. Discussion regarding use of South Park by Farmer City Haunted Forest.
- G. Approval of the bid from Otto Baum Company for \$197,153 for the reconstruction of the Family Health Clinic parking lot.
- H. Approval of the MFT maintenance bid proposal for FY 23.

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

MAY 16, 2022 6 p.m.

Roll call Present: Councilmembers Shelley Friedrich, David Walsh and Mayor Scott Testory.
Absent: Councilmen Willard McKinley and Jason Strough.

Also, in attendance: City Manager Sue McLaughlin, City Clerk Angie Wanserski and City Attorney Joe Chamley.

Pledge of allegiance to the flag

Proclamations/presentations:

Public comment:

CONSENT AGENDA

- A. Approval of the minutes of the May 2, 2022 council meeting.
- B. Fund Warrant List
MOTION by Walsh to approve consent agenda. Seconded by Friedrich. Voting yes: Testory, Walsh and Friedrich. Absent: McKinley and Strough. Motion carried.

UNFINISHED BUSINESS

NEW BUSINESS

- A. Approval to solicit bids for the construction of a new street garage.
The street garage will be rebuilt at the same location. All bids will be for a concept at this point. The bids will also ask for quotes on optional items such as floor heating, sprinkler system, skylights and spray insulation.
MOTION by Friedrich to approve solicitation of bids for the construction of a new street garage. Seconded by Walsh. Voting yes: Testory, Walsh and Friedrich. Absent: McKinley and Strough. Motion carried.
- B. Approval of a supplemental MFT resolution.
IDOT requires this MFT resolution adjusting the budget when there are overages.
MOTION by Friedrich to approve supplemental MFT resolution. Seconded by Walsh. Voting yes: Testory, Walsh and Friedrich. Absent: McKinley and Strough. Motion carried.
- C. Approval to solicit bids for the Prairie Ridge playground/Family Health Center parking lot.
The city is working on an agreement with Gibson Area Hospital to use their parking lot as public parking for the park in exchange for repaving and expansion of the lot. The city is currently waiting on the excavator to level the ground before construction can begin. Bids will not go out until the playground is installed.
MOTION by Friedrich to approve solicitation of bids for the Prairie Ridge playground/Family Health Center parking lot. Seconded by Walsh. Voting yes: Testory, Walsh and Friedrich. Absent: McKinley and Strough. Motion carried.
- D. Resolution 2022-68 a resolution temporarily closing certain streets.
The Farmer City Farmer's Market, 4-H Cloverbuds and Under 40 Committee are requesting the closing of the 100 block of S Main St (the square) for opening night of the farmer's market on Wednesday, July 6 from 4-8.

MOTION by Friedrich to approve Resolution 2022-68 a resolution temporarily closing certain streets. Seconded by Walsh. Voting yes: Testory, Walsh and Friedrich. Absent: McKinley and Strough. Motion carried.

EXECUTIVE SESSION

OTHER ITEMS

City Manager report

City manager McLaughlin informed council that the pool is full. Spear Corporation is scheduled to come on Thursday to train employees on chemicals. We are on target to open on May 28th. A draft agreement between the city and ADM is in the works regarding the corner of Plum and 150.

Non-agenda items and other business

ADJOURNMENT

MOTION by Walsh to adjourn meeting. Seconded by Friedrich. Voting yes: Testory, Walsh and Friedrich. Absent: McKinley and Strough. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
100		
EVANS FROELICH BETH AND SMITHAMUNDSEN	52.50	ADM LEGAL
PRESTO X PEST CONTROL	199.50	ADM
FRONTIER	53.11	PEST CONTROL
FRONTIER	45.82	ADM
FRONTIER	103.86	ADM
SIMPLIFIED COMPUTERS	1,165.00	ADM
Absopure Water Co	49.50	ADM
EVANS FROELICH BETH AND CLINTON JOURNAL	595.00	COUNCIL LEGAL
PARTY IN A PINCH	32.00	LEGAL
TESTORY, SCOTT	517.54	CIMOA MEETING
FRONTIER	240.00	CIMOA MEETING
SIMPLIFIED COMPUTERS	169.09	POL PHONE
SIMPLIFIED COMPUTERS	180.00	POLICE
SIMPLIFIED COMPUTERS	1,183.00	POLICE
Ray O Herron	1,706.62	UNIFORMS/EQUIPMENT
J GARDNER AND ASSOCIATES,	221.50	STICKER BADGES
J GARDNER AND ASSOCIATES,	255.00	STICKER BADGES
SACRED HEART CHURCH	1,425.67	1/3 SIDEWALK COST
MCLEAN COUNTY ASPHALT IN MAURER-STUTZ	1,124.96	WINTER BLEND COLD MIX
MAURER-STUTZ	863.75	JOHN STREET POOL NORTH PARKING LOT IMPROVEMENTS
ENGER BRO'S HEAT AC PLUMB	399.00	FURNACE WORK AT STREET BUILDING
Walker Tire Service	717.78	MISC TIRE REPAIRS
CORNGELIO AG	8.59	STREET SUPPLIES
HEARTLAND AG INC	273.75	STREET SUPPLIES
CORNGELIO AG	166.76	FIRE- SUPPLIES
CORNGELIO AG	253.18	FIRE- SUPPLIES
R.P. LUMBER COMPANY, INC.	532.44	BARRICADE LUMBER - FIRE
ENGER BRO'S HEAT AC PLUMB	125.00	CONCESSION AT BALL FIELD
CORNGELIO AG	13.58	PARK SUPPLIES
R.P. LUMBER COMPANY, INC.	472.20	S PARK REPLACEMENT GATES
FRONTIER	90.93	POOL
Total 100:	13,236.63	
170		
PRAIRIE ENGINEERS	14,193.07	SIDEWALK MASTER PLAN
CORNGELIO AG	36.35	GUN RANGE BUIDLING SUPPLIES
T.M. YEADON	1,400.00	PAINT WASTEWATER TREATMENT BUILDING
Total 170:	15,629.42	
270		
MAURER-STUTZ	1,507.50	PARKING LOT EXPANSION
PRAIRIE ENGINEERS	1,300.00	PLAYGROUND LEVELING
Total 270:	2,807.50	
280		
CHAMBER OF COMMERCE	34.00	BUS DIST
Total 280:	34.00	
490		
GFL ENVIRONMENTAL	11,782.54	MONTHLY GARBAGE SERVICE
Total 490:	11,782.54	

Vendor Name	Net Invoice Amount	
510		
USA BLUEBOOK	793.52	CHEMICALS
WATER SOLUTIONS UNLIMITED	2,308.75	CHEMICALS
CORNGELIO AG	60.84	WATER SUPPLIES
Yeagle Electric	125.00	TREATMENT PLANT REAPIR
PRAIRIE ENGINEERS	11,101.63	SEWER MASTER PLAN
Total 510:	14,389.74	
520		
Cox Electric Motor Service	1,398.00	SEWER REPAIR
PACE ANALYTICAL SERVICES	587.34	SEWER TESTING
Illini contractors Supply	100.00	SEWER SUPPLIES
PRAIRIE ENGINEERS	11,101.63	SEWER MASTER PLAN
Total 520:	13,186.97	
530		
McMaster-Carr	99.89	LEAK SEALER FOR BOILER
Safety-Kleen Corporation	401.41	PARTS WASHER SOLVENT
CORNGELIO AG	106.29	SUPPLIES
Interstate All Battery Center -Cha	58.30	CRIMPER BATTERY
BHMG ENGINEERS	155.00	1011 FC GENERAL SERVICES
BHMG ENGINEERS	78.92	1011 FC GENERAL SERVICES
ALTORFER INC.	1,166.20	WORK ON CAT
FRONTIER	79.16	ELEC PHONE
SIMPLIFIED COMPUTERS	1,151.00	electric
ANIXTER INC	1,380.00	BUILDING PROP MAINT
Drake Scruggs	499.76	ELE - SUPPLIES
ANIXTER INC	1,205.30	Supplies
Total 530:	6,381.23	
Grand Totals:	77,448.03	

Vendor Name	Net Invoice Amount	
100		
COOPER, BILLIE	300.00	CLEANING SERVICE
MEDIACOM	136.90	ADMIN SERVICES
BROWN, TRAVIS	122.49	BOOT REIMBURSEMENT
McMaster-Carr	68.08	HAND PUMP SPRAYER
	<hr/>	
Total 100:	627.47	
	<hr/>	
150		
LEHIGH HANSON INC.	262.04	CA6 ROCK
FAMILY TREE SERVICE	1,230.00	TREE REMOVAL - 120 W VANBUREN
	<hr/>	
Total 150:	1,492.04	
	<hr/>	
510		
FRONTIER	127.95	WATER PHONE
MEDIACOM	167.89	WATER
TEPPER ELECTRIC SUPPLY C	80.55	CHEMICALS
	<hr/>	
Total 510:	376.39	
	<hr/>	
520		
USA BLUEBOOK	182.28	CHEMICALS
Springfield Electric SUPPLY	55.84	SUPPLIES
	<hr/>	
Total 520:	238.12	
	<hr/>	
Grand Totals:	2,734.02	
	<hr/> <hr/>	

Vendor Name	Net Invoice Amount	
100		
PRESTO X PEST CONTROL	53.11	ADM - PEST CONTROL
WATTS COPY SYSTEMS INC	199.08	ADM COPIER
QUADIENT FINANCE USA INC.	517.04	ADM
Mc LAUGHLIN, SUE	148.59	ILCMA METRO MANAGERS MEETING
City of Farmer City	301.55	ADM
T-MOBILE	30.80	ADM
DeWitt County Collector	4.50	ADM - PROPERTY TAX
DEWITT COUNTY	82.75	MISC
TECHNOLOGY MANAGEMENT	132.81	IWIN MEMBERSHIP SERVICES
SPRINT	299.26	POL TELEPHONE
City of Farmer City	84.37	POLICE
J GARDNER AND ASSOCIATES,	333.00	POL - COM RELATIONS
PEARL TRUCKING	236.72	CA6 ROCK
CAMO'S LAWN AND LANDSCAP	1,400.00	CITY CEMETERY
FRONTIER	32.41	STREET
City of Farmer City	104.50	STREET
Progressive Chemical	93.56	HI VIZ VESTS
CAMO'S LAWN AND LANDSCAP	560.00	WEEDMAN PARK
CAMO'S LAWN AND LANDSCAP	1,440.00	SOUTH PARK
CAMO'S LAWN AND LANDSCAP	400.00	STENSEL PARK
CAMO'S LAWN AND LANDSCAP	200.00	SOCCER FIELD
City of Farmer City	432.38	PARKS
PRESTO X PEST CONTROL	50.85	POOL PEST CONTROL
City of Farmer City	70.33	POOL
Kiefer Aquatics	86.50	CPR SHELDS
Kiefer Aquatics	13.00	POOL - GUARD SUPPLIES
Kiefer Aquatics	174.00	POOL - GUARD SUPPLIES
Kiefer Aquatics	174.00	LIFEGUARD SUITS
Spear Corporation	352.00	CHLORINATOR MANIFOLD
MCCORMICK DISTRIBUTING	129.38	CONCESSION
MCCORMICK DISTRIBUTING	691.51	CONCESSION
GOLD MEDAL	2,341.09	POOL
PEPSI COLA	704.25	POOL
Spear Corporation	272.42	LIFEGAURD UMBRELLA
Total 100:	12,145.76	
270		
CAMO'S LAWN AND LANDSCAP	520.00	PRAIRIE RIDGE
Total 270:	520.00	
490		
GFL ENVIRONMENTAL	12,106.50	TRASH SERVICE
Total 490:	12,106.50	
510		
City of Farmer City	1,460.23	WATER
MIDWEST METER INC.	1,562.00	WATER REPAIR REPLACE
Total 510:	3,022.23	
520		
PACE ANALYTICAL SERVICES	1,423.68	LAB TESTING
CAMO'S LAWN AND LANDSCAP	200.00	CEMETERY LIFT STATION
City of Farmer City	11,402.76	SEWER

Vendor Name	Net Invoice Amount	
G.A. RICH & SONS	8,900.00	CAPITAL SEWER PLANT
Total 520:	<u>21,926.44</u>	
530		
ASSOCIATION OF ILLINOIS ELE	100.00	REMAINING PORTION OF PAST INV
City of Farmer City	1,866.07	ELECTRIC
Grainger	437.20	ELEC SUPPLIES
Total 530:	<u>2,403.27</u>	
Grand Totals:	<u><u>52,124.20</u></u>	

**PROFESSIONAL SERVICES AGREEMENT TO PROVIDE
CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as “Consultant”) and the City of Farmer City, Illinois (hereinafter referred to as “Client”) on this the _____ day of _____, 2021, (the “Effective Date”) as follows:

WHEREAS, the Client desires to have performed those consultation services identified on Exhibit A attached hereto by Consultant (the “Project”); and,

WHEREAS, Consultant has agreed to provide professional consulting services for the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified:

1. SCOPE OF SERVICES

Consultant hereby agrees to provide professional services for Client in the form of consulting and related services for the Project as set out in Exhibit A. These professional services are consulting services and not that of a contractor or other provider.

2. TERM

The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 8 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive one-year periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.

3. COMPENSATION

As compensation for the consultation services provided herein by Consultant, Client agrees to pay Consultant a total of \$54,000. Consultant will invoice Client immediately upon execution of the contract. Client must remit payment within fifteen (15) days of receipt of invoice. Compensation shall be fully earned when paid and as such is nonrefundable.

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$18,000
Year Two	On or before the 1st anniversary of the Execution Date	\$18,000
Year Three	On or before the 2 nd anniversary of the Execution Date	\$18,000

4. CLIENT RESPONSIBILITIES

(a) **Information and Access.** In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: Access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client (which shall belong to Client), reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights. The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security

of the foregoing. All strategic plans and other materials delivered by Consultant to Client shall belong to Client.

6. **APPLICABLE LAWS**

Consultant, in its role as a professional service provider of consulting services, shall abide by all laws, rules and regulations applicable to such services.

7. **INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and federal laws regarding the insurance coverage of its employees.

8. **DEFAULT AND TERMINATION**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.

D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

9. **NOTICES/PARTIES REPRESENTATIVES**

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client: City of Farmer City, Illinois
105 S Main St.
Farmer City, IL 61842
Phone: (309) 928-2842
Email: smclaughlin@cityoffarmercity.org
Attn: Sue McLaughlin, City Manager

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Steve Leara

10. **INDEPENDENT CONTRACTOR**

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

11. **MISCELLANEOUS**

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Amendment in Writing: This agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by all of the parties.

Binding Effect: This Agreement shall bind the parties and their respective personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any provision in this agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: This agreement shall be construed in its entirety according to its plain meaning and shall not be construed against the party who provided or drafted it.

Governing Law: This Agreement shall be construed under the laws of the State of Alabama.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

Waiver: Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remaining terms and conditions of the agreement.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

Brokerage Rights: Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.

CLIENT:

City of Farmer City, Illinois

By _____

Title _____

Date _____

CONSULTANT:

RETAIL STRATEGIES, LLC

By _____

Title _____

Date _____

EXHIBIT A

This section outlines the Services which Retail Strategies (the "consultant") will provide to the City of Farmer City, Illinois (the "client").

A. DATA & ANALYTICS | REAL ESTATE ANALYSIS

- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals
- Identification of priority business categories for recruitment and/or local expansion
- Target List of Retailers and Restaurants (minimum of 15)
- Customized Marketing Guide (four pages)
- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Analyze community's growth potential through the peer analysis and GAP analysis
- Conduct retail peer market analysis
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Market Outlook Reports
- Aerial imagery of trade area
- Provide updates on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

B. RECRUITMENT | OUTREACH

- Pro-active retail recruitment for targeted property identified by the Client
- Will contact a minimum of 15 overall retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a regular basis
- ICSC conference representation including Chicago and RECON

ORDINANCE NO. 1085

ORDINANCE MAKING ANNUAL APPROPRIATIONS FOR THE CITY OF
FARMER CITY FOR FISCAL YEAR 2022-2023

WHEREAS, the City of Farmer City is an Illinois municipal corporation, organized and operating pursuant to the laws and constitution of the State of Illinois; and

WHEREAS, the City of Farmer City is a municipality with less than 500,000 inhabitants and is required to follow the appropriation procedures described in the Illinois Municipal Code, 65 ILCS 5/8-2-9; and

WHEREAS, the City of Farmer City has prepared a budget containing estimated fund balances, revenues and expenditures upon which this annual appropriation ordinance has been prepared; and

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

FIRST: The amounts hereinafter set forth, or so much thereof as may be authorized by law, as may be needed or deemed necessary and the same are hereby appropriated for the corporate purposes of the City of Farmer City, Illinois to defray all necessary expenses and liabilities of said City of Farmer City, as hereinafter specified for the fiscal year commencing on May 1, 2022, and ending on April 30, 2023.

SECOND: The amounts appropriated for each object and purpose are as shown on the attached Exhibit A.

THIRD: The appropriations herein made for any purpose shall be regarded as the maximum amount to be expended under the respective appropriation accounts and shall not be construed as a commitment, agreement, obligation or liability of the City of Farmer City.

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

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

SIXTH: A certified copy of this annual appropriations ordinance shall be filed with the DeWitt County Clerk within 30 days of its approval by the City Council of the City of Farmer City.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,
DEWITT COUNTY, ILLINOIS THIS 6th DAY OF JUNE 2022.

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

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk

FARMER CITY APPROPRIATION ORDINANCE FOR FY 2022/23

EXHIBIT A

GENERAL FUND

ADMINISTRATIVE

Personnel Services	300,000
Operations and Contractual Services	85,000
Materials and Supplies	25,000
Capital	5,000
Other	20,000

TOTAL ADMINISTRATIVE **435,000**

COUNCIL

Personnel Services	16,000
Operations and Contractual Services	31,000
Materials and Supplies	2,500

TOTAL COUNCIL **49,500**

POLICE

Personnel Services	400,000
Operations and Contractual Services	125,000
Materials and Supplies	30,000
Capital	75,000
Other	5,000

TOTAL POLICE **635,000**

STREETS

Personnel Services	180,000
Operations and Contractual Services	100,000
Materials and Supplies	500,000
Capital	1,000,000
Other	

TOTAL STREETS **1,780,000**

PARKS		
	Operations and Contractual Services	35,000
	Materials and Supplies	10,000
	Capital	35,000
	Other	10,000
TOTAL PARKS		<u>90,000</u>

POOL		
	Personnel Services	75,000
	Operations and Contractual Services	25,000
	Materials and Supplies	25,000
	Capital	25,000
	Other	10,000
TOTAL POOL		<u>160,000</u>

EMERGENCIES & CONTINGENCIES		<u>75,000</u>
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TOTAL GENERAL FUND		<u><u>3,224,500</u></u>
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SPECIAL REVENUE FUNDS

AUDIT		
	Operations and Contractual Services	20,000
	Other	10,000
	Emergencies & Contingencies	
TOTAL AUDIT		<u>30,000</u>

ESDA		
	Operations and Contractual Services	5,000
	Capital	35,000
	Other	2,500
	Emergencies & Contingencies	
TOTAL ESDA		<u>42,500</u>

INSURANCE		
	Unemployment	10,000
	Comprehensive	85,000
	Other	5,000
	Emergencies & Contingencies	
TOTAL INSURANCE		<u>100,000</u>

MOTOR FUEL TAX	
Operations and Contractual Services	150,000
Materials and Supplies	20,000
Capital	150,000
Other	20,000
Emergencies & Contingencies	
TOTAL MFT	<u>340,000</u>
 ILLINOIS MUNICIPAL RETIREMENT FUND	
IMRF Contributions	150,000
Emergencies & Contingencies	
TOTAL IMRF	<u>150,000</u>
 CROSSING GUARD FUND	
Personnel Services	10,000
Other	1,000
Emergencies & Contingencies	
TOTAL CROSSING GUARD FUND	<u><u>11,000</u></u>
 SOCIAL SECURITY FUND	
Personnel Services	75,000
Emergencies & Contingencies	15,000
TOTAL SOCIAL SECURITY FUND	<u>90,000</u>
 LIBRARY FUND	
Personnel Services	40,000
Operations and Contractual Services	20,000
Materials and Supplies	25,000
Principal and Interest	0
Capital	20,000
Other	5,000
Emergencies & Contingencies	0
TOTAL LIBRARY FUND	<u>110,000</u>

TAX INCREMENT FINANCING FUND II	
Operations and Contractual Services	100,000
Principal and Interest	135,000
Capital	250,000
Other	135,000
Emergencies & Contingencies	
TOTAL TIF II FUND	<u>620,000</u>

FORWARD TAX INCREMENT FINANCING FUND	
Operations and Contractual Services	10,000
Principal and Interest	0
Capital	75,000
Other	20,000
Emergencies & Contingencies	
TOTAL FORWARD TIF FUND	<u>105,000</u>

BUSINESS DISTRICT FUND 1	
Operations and Contractual Services	50,000
Capital	200,000
Other	50,000
Emergencies & Contingencies	20,000
TOTAL BUSINESS DISTRICT 1 FUND	<u>320,000</u>

GARBAGE CONTRACT FUND	
Operations and Contractual Services	175,000
Other	20,000
Emergencies & Contingencies	5,000
TOTAL GARBAGE CONTRACT FUND	<u>200,000</u>

TOTAL SPECIAL REVENUE FUNDS	<u><u>2,118,500</u></u>
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ENTERPRISE FUNDS

WATER FUND

Personnel Services	250,000
Operations and Contractual Services	150,000
Materials and Supplies	75,000
Principal and Interest	57,500
Capital	400,000
Other	50,000

Emergencies & Contingencies	50,000
TOTAL WATER FUND	<u>1,032,500</u>

SEWER FUND

Personnel Services	75,000
Operations and Contractual Services	275,000
Materials and Supplies	75,000
Principal and Interest	57,500
Capital	500,000
Other	50,000
Emergencies & Contingencies	
TOTAL SEWER FUND	<u>1,032,500</u>

ELECTRIC FUND

Personnel Services	575,000
Operations and Contractual Services	2,500,000
Materials and Supplies	50,000
Principal and Interest	125,000
Capital	350,000
Other	50,000
Emergencies & Contingencies	
TOTAL ELECTRIC FUND	<u>3,650,000</u>

TOTAL ENTERPRISE FUNDS	<u>5,715,000</u>
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GRAND TOTAL	<u>11,058,000</u>
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CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: June 6, 2022

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Amendment to Vacant Property Registry

We are looking to enter into an agreement with a law firm to handle our vacant property registry and follow up on any code enforcement needed at those properties. Their fee is a flat \$100 per property. Our current ordinance charges \$100 per registration, which would be a pass through to the firm. However, there may be fees, if a case is taken to court, for court filing, document recording etc. This firm would deduct those costs from our registration fee, which means we would end up owing the firm money.

Therefore, I am recommending that we raise the initial fee to \$200, the renewals to \$250 and \$300. This will provide a fund to cover those costs if and when they occur.

I have attached a draft of the agreement the law firm for your review as well.

Ordinance No. 1086

An Ordinance Amending Ordinance 1077 “An Ordinance Creating a Vacant Property Registry”

Whereas, the Mayor and City Council previously enacted Ordinance 1077 “An Ordinance Creating a Vacant Property Registry”; and

Whereas, the City Council for the City of Farmer City desires to make certain amendments to said Ordinances to allow for enforcement of the registry and other changes; and

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

Section 1. **Section 97.04 – Obligations of Owners of Vacant Structures,** be and the same is hereby supplemented and amended to read as follows:

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 \$200. If the structure is still 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 \$250 fee at the first renewal and a fee of \$300 at the second 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.

Section 2. Should any section or provision of this Ordinance be declared to be invalid, that decision shall not affect the validity of this Ordinance as a whole or any part thereof, other than the part so declared to be invalid.

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 6th DAY OF JUNE 2022.

AYES: ___ NAYES: ___ ABSTAIN: ___ ABSENT: ___

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk

RETAINER AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022 by and between **MILBERG BRYSON COLEMAN PHILLIPS GROSSMAN PLLC**, a Puerto Rico Professional Limited Liability Corporation with an address at 100 Garden City Plaza, Suite 500, Garden City, NY 11530 (“Milberg”) and **CITY OF FARMER CITY, ILLINOIS**, with an address at 105 S. Main Street, Farmer City, IL 61842 (“Farmer City”).

WITNESSETH:

I. SCOPE OF REPRESENTATION

1. Farmer City is retaining Milberg to represent Farmer City in providing property registration and enforcement services for Farmer City’s “Ordinance Establishing Regulations Governing the Registration, Maintenance, Security and Monitoring of Vacant Properties by their Owners” (the “Ordinance”).

2. As is further set forth herein, Farmer City hereby authorizes Milberg to represent Farmer City’s interests in: a) providing a property registration service pursuant to the Ordinance through Hera Property Registration, and b) taking enforcement actions for violations of Ordinance.

II. DUTIES OF MILBERG

Ordinance Registration Services

1. Milberg shall provide an online foreclosure property registration service for Farmer City pursuant to the Ordinance through Hera Property Registration.

2. Milberg shall monitor mortgage defaults and other vacant property registration triggers under the Ordinance and shall send notice to the mortgagee or other responsible party of a duty to register the property.

3. Collections made by Milberg will be deposited immediately into a separate trust account maintained in a federally insured bank for Farmer City.

4. All registration fees collected by Milberg shall be remitted to Farmer City, less Milberg's collection costs, by the fifteenth (15th) day of each month, for all monies collected for the previous monthly period, net of expenses and costs which will be calculated in accordance with the terms of this Agreement.

Ordinance Enforcement Services

5. Milberg shall represent Farmer City on an ongoing basis in bringing enforcement action against responsible parties for the failure to properly register a property pursuant to the Ordinance.

6. Ordinance enforcement activities shall be in compliance with federal, state, and local laws or regulations, and will be conducted in a courteous and businesslike manner always considering the image and reputation of the Farmer City.

7. Accounts placed by Farmer City with Milberg for collection may be withdrawn by Farmer City through reasonable written request after sixty (60) days of date assigned.

8. Milberg shall not use or disclose or in any manner or make available to any third party any account information provided to it by Farmer City or obtained by it in providing services hereunder.

9. Milberg shall take all steps necessary to reduce burden on Farmer City, by preparing all necessary municipal lien documents, witness statements/affidavits, invoice statements, or any other necessary documentation needed to enforce municipal lien/debt that may result from Milberg's performance of this Agreement.

III. PAYMENT FOR MILBERG'S SERVICES.

1. In consideration of the cost of registration services rendered by Milberg, Farmer City hereby agrees to pay Milberg one hundred twenty-five dollars (\$125.00) of the total registration fee for each property registration fee collected by Milberg. Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions.

2. In consideration of the enforcement services rendered by Milberg, for registration fees that are more than thirty (30) days past due and where collection efforts are taken by Milberg, in addition to the fees set forth in Paragraph III(1) above, Farmer City hereby agrees to pay Milberg one-third (33.333%) of all outstanding registration fees, penalties, and other sums recovered on behalf of Farmer City. It is agreed and understood that this employment is upon a contingent fee basis, and if no such outstanding registration fees, penalties, or other sums are recovered, Farmer City will not be indebted to Milberg for any sum whatsoever as Milberg's fees, costs and/or expenses.

3. Litigation costs and expenses shall be recovered by Milberg in full (100%) prior to the calculation of the contingency fee amount discussed in the foregoing section.

4. Farmer City understands and agrees that Milberg shall split its fee with Break Point Law, LLC, a Florida Limited Liability Company located at 1900 S. Harbor City Blvd., Ste 211, Melbourne, Florida 32901. Break Point Law shall aid Milberg in this retention and will bear joint responsibility for the representation of Farmer City. This division of fees between Milberg and Breakpoint Law shall not impact the amount of total fees to be paid by Farmer City but will simply reflect a split of the fees after it has been paid to Milberg.

5. When Milberg collects registration fees, Milberg shall remit the collected registration fees to Farmer City in accordance with this agreement.

6. Farmer City acknowledges that the basis of computing Milberg's compensation has been fully explained to Farmer City and that Milberg's compensation is based upon, among other factors, the time and labor involved, novelty or difficulty of questions presented, the results obtained, time limitations imposed by this representation, the reputation, experience, and ability of Milberg in performing this type of service.

7. Farmer City acknowledges that Milberg has made no promises to Farmer City as to the outcome of the case except that Milberg has promised to render its best professional skill.

IV. INSURANCE

Milberg shall maintain insurance coverage for professional liability.

V. INDEMNIFICATION: DEFENSE: COOPERATION

In addition to, and not in limitation of the insurance requirements, Milberg agrees:

1. Milberg shall indemnify, defend, and hold harmless Farmer City, its officers, employees, elected officials, and agents (the "Indemnified Parties") from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by Milberg or any of its agents, provided, however, that the Milberg shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Farmer City.

2. Milberg shall, upon the Farmer City's demand and at Farmer City's direction, promptly and diligently defend, at Milberg's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Milberg is responsible under this Section and, further to Milberg's indemnification obligations, Milberg shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

3. Milberg shall, and shall cause its agents to, cooperate with Farmer City and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Milberg in connection with this Agreement.

4. The provisions of this Section shall survive the termination of this Agreement.

VI. SUPPORT AND MAINTENCE

Milberg shall provide all support and maintenance required in connection with the Services.

VII. SURVIVAL

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

VIII. AUDIT AND RECORDS

Milberg shall maintain records pertaining to this agreement for a period of seven years from final payment. Such records shall be subject to audit by the Farmer City on reasonable advanced, written notice. The audit shall be conducted at the premises of the Farmer City on business days only and during normal working hours.

IX. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of laws.

X. EXPENSES

During the term of this Agreement, Milberg shall be responsible for all expenses and costs associated with the services. Litigation expenses and expenses shall be reimbursable on a contingency basis, as set forth above.

XI. TERMINATION

Milberg and Farmer City each expressly reserve the right to withdraw from this agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical rules. Milberg shall continue to be entitled to its legal fees even after termination on any and all sums recovered through its efforts. Milberg shall also be entitled to recover from Farmer City any advanced litigation expenses prior to receipt of written notification of termination of this agreement. Milberg shall cooperate fully with Farmer City and replacement counsel, if any, to return all files, information, as more fully set forth herein, which obligation shall survive termination of this agreement.

XII. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XIII. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XIV. ENTIRE AGREEMENT

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

XV. FARMER CITY'S SIGNATURE HEREON SHALL CONSTITUTE MILBERG'S AUTHORITY TO PROCEED WITH THIS REPRESENTATION

Farmer City hereby acknowledges that all of the terms of this agreement have been fully explained to Farmer City, and that Farmer City fully understands all of the provisions herein.

DATED THIS ___ day of _____, 2022.

CITY OF FARMER CITY, ILLINOIS

By: _____
Name:
Title:

DATED THIS ___ day of _____, 2022.

**MILBERG BRYSON COLEMAN
PHILLIPS GROSSMAN PLLC**

By: _____
Name:
Title:

RESOLUTION 2022-70

**RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FOR
FIREWORKS**

WHEREAS, the Farmer City Raceway has regularly scheduled events for the evening of Friday, July 1, 2022 which includes fireworks; and

WHEREAS, all citizens of the City of Farmer City will be guests to the Farmer City Raceway after dark with proper ID; 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 approves the expenditure up to \$3,500.00 from Fiscal Year 2022-2023 Approved Budget

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 6th DAY OF JUNE 2022

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

Scott Testory, Mayor

Angie Wanserski, City Clerk



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: June 6, 2022

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

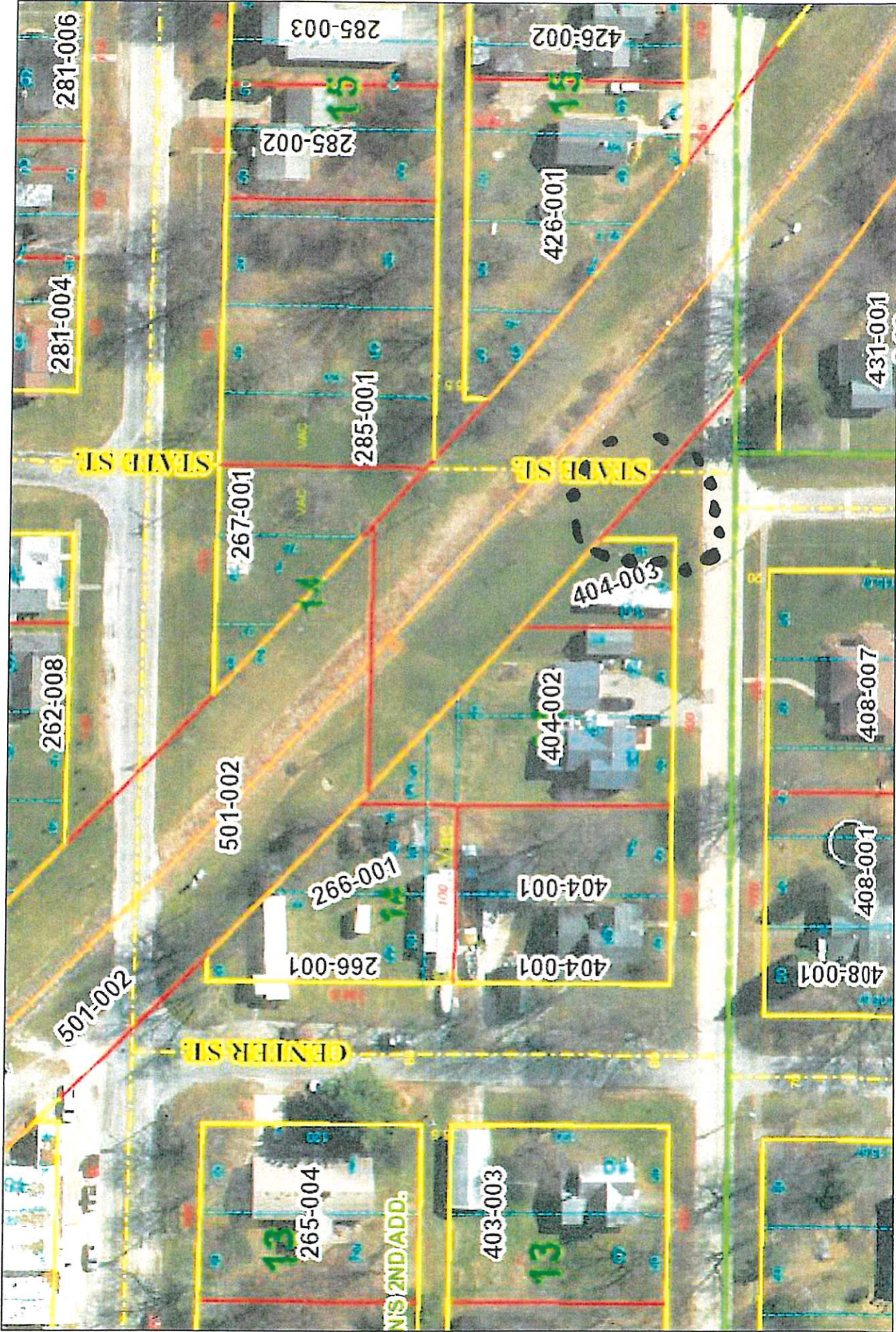
RE: Vacation of triangle at E. High and State St

We have been approached by Charles Dolbert who is interested in purchasing, or having us vacate, a triangular piece at E. High and State St.

I have attached a GIS picture of this area and circled it with black dots. It is technically public ROW and we mow it regularly. Mr. Dolbert's property is adjacent to the west and it is Norfolk Southern railroad to the east.

The questions to consider when deciding whether to vacate this piece is (1) do we want to keep it in case we want to extend State St.? and (2) Do we want to keep it as a potential future mini-park site when the railway is adapted to a bike trail?

I would also recommend, if you decide to vacate it, to set a price for compensation. Staff is neutral in its recommendation.



Enter Map Title...
 Web Print: 05/18/2022

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



Farmer City Haunted Forest

FARMERCITYCHAMBER.ORG/EVENTS/HAUNTED-FOREST • FACEBOOK.COM/FARMERCITYHAUNTEDFOREST • E-MAIL: FCHAUNTEDFOREST@GMAIL.COM

5-22-22

City of Farmer City

To Honorable Council Members,

I'm writing on behalf of the Farmer City Haunted Forest. We are requesting to use South Park, including the campgrounds, for the Farmer City Haunted Forest event. We are requesting the use of the park for three weekends. (October 14 & 15, 21 & 22, and the 28 & 29) The Friday hours would be from 6:00 p.m. to 11:00 p.m. The Saturday hours would be from 3:00 p.m. to 11:00 p.m. Set up for the event would need to begin Friday, October 7th. Clean up would be completed no later than November 5th, weather permitting. The forest crew is asking for clarification on the clean up timeframe in the event the weather doesn't permit clean up, without leaving ruts, due to inclement weather and ground conditions. We are requesting a walk through with a Haunted Forest committee member and a council member upon the completion of the clean up in order to assure that both the city and the committee are satisfied with the clean up.

As in the past, the campgrounds and other areas of South Park will be decorated in Halloween themes. The Farmer City Haunted Forest event will offer a walk through or a hayrack option this year. For the hayrack ride event attendees will ride on a hayrack around the ball diamond and then through the decorated campgrounds. The walk through option would allow attendees to walk on the path to experience the event. Food vendors will be on site during the event. A Kids Matinee will be hosted each Saturday from 3:00 p.m. to 6:00 p.m. with barrel train rides, face painting, and kids games/activities.

We thank you for your consideration.

Sincerely,

The Farmer City Haunted Forest Committee

Angela Testory – Committee Chairperson

fchauntedforest@gmail.com

217-714-3669

Prairie Ridge Lot Bids	
NAME	BID
Stark	
Cross	
UCM	
Otto Baum	197,153



Local Public Agency
Formal Contract Proposal



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
Otto Baum Company, Inc.			
Contractor's Address		City	State Zip Code
866 N. Main Street		Morton	IL 61550

STATE OF ILLINOIS		
Local Public Agency	County	Section Number
City of Farmer City	DeWitt	
Route(s) (Street/Road Name)	Type of Funds	
Parking Lot Improvements	Local	

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

<p style="text-align: center;">For a County and Road District Project</p> <p style="text-align: center;">Submitted/Approved</p> <table border="1"> <tr> <td>Highway Commissioner Signature</td> <td>Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table> <p style="text-align: center;">Submitted/Approved</p> <table border="1"> <tr> <td>County Engineer/Superintendent of Highways</td> <td>Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>	Highway Commissioner Signature	Date			County Engineer/Superintendent of Highways	Date			<p style="text-align: center;">For a Municipal Project</p> <p style="text-align: center;">Submitted/Approved/Passed</p> <table border="1"> <tr> <td>Signature</td> <td>Date</td> </tr> <tr> <td><i>[Signature]</i></td> <td>5/17/22</td> </tr> <tr> <td>Official Title</td> <td></td> </tr> <tr> <td><i>City Manager</i></td> <td></td> </tr> </table>	Signature	Date	<i>[Signature]</i>	5/17/22	Official Title		<i>City Manager</i>	
Highway Commissioner Signature	Date																
County Engineer/Superintendent of Highways	Date																
Signature	Date																
<i>[Signature]</i>	5/17/22																
Official Title																	
<i>City Manager</i>																	
<p>Department of Transportation</p> <p>Released for bid based on limited review</p> <table border="1"> <tr> <td>Regional Engineer Signature</td> <td>Date</td> </tr> <tr> <td style="height: 40px;"></td> <td></td> </tr> </table>		Regional Engineer Signature	Date														
Regional Engineer Signature	Date																

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Farmer City	DeWitt		Parking Lot Improvements

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Clerk
 105 S. Main St.; Farmer City, IL 61842 Name of Office
 until 10:00 AM on 05/31/22
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City Clerk
 105 S. Main St.; Farmer City, IL 61842 Name of Office
 at 10:00 AM on 05/31/22
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Parking Lot Improvements off of George Rock Drive @ Gibson Area Hospital Clinic	206.1 Feet

Proposed Improvement
 The work on this project consists of pavement removal, placement of unreinforced Portland cement concrete pavement, sidewalk, and concrete curb and gutter, pavement striping and other collateral work as necessary to complete the project.

1. Plans and proposal forms will be available in the office of
 Maurer-Stutz, Inc.
 3116 N. Dries Ln.; Ste 100; Peoria, IL 61604

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - ~~d. Apprenticeship or Training Program Certification (BLR 12225) (do not use for project with Federal funds.)~~
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Farmer City	DeWitt		Parking Lot Improvements

PROPOSAL

1. Proposal of Otto Baum Company, Inc.
Contractor's Name
866 N. Main Street, Morton, IL 61550
Contractor's Address
2. The plans for the proposed work are those prepared by Maurer-Stutz, Inc; 3116 N. Dries Ln.; Peoria, IL 61604
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within 20 working days or by _____ unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: the City Treasurer of Farmer City.
The amount of the check is 5% of Bid (5%).

<p>Attach Cashier's Check or Certified Check Here</p> <p>In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.</p> <p>The proposal guaranty check will be found in the bid proposal for: Section Number _____</p>
--

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Farmer City	DeWitt		Parking Lot Improvements

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Farmer City	DeWitt		Parking Lot Improvements

SIGNATURES

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

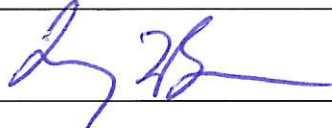
Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)



Corporate Name		
Otto Baum Company, Inc.		
Signature	Date	
	5/31/2022	
Title		
President		
Business Address		
866 N. Main Street		
City	State	Zip Code
Morton	IL	61550

Insert Names of Officers

President
President

Attest:

Stephanie Cobb

Secretary

Secretary

Stephanie Cobb

Treasurer

Scott Wallace



Schedule of Prices



Contractor's Name

Otto Baum Company, Inc.

Contractor's Address

866 N. Main Street

City

Morton

State

IL

Zip Code

61550

Local Public Agency

City of Farmer City

County

DeWitt

Section Number

Route(s) (Street/Road Name)

Parking Lot Improvements

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.) Please see Attached

Item Number	Items	Unit	Quantity	Unit Price	Total
20200100	EARTH EXCAVATION	CU YD	475		
28000400	PERIMETER EROS BAR	FOOT	302		
28000510	INLET FILTERS	EACH	1		
35101400	AGG BASE CSE B	TON	581		
42300100	PCC DRIVEWAY PAVT 5	SQ YD	1590		
42300400	PCC DRIVEWAY PAVT 8	SQ YD	108		
42400100	PC CONC SIDEWALK 4	SQ FT	700		
44000100	PAVEMENT REM	SQ YD	797		
44000300	CURB REM	FOOT	77		
60605100	COMB CC&G TB6.24 AEP	FOOT	77		
67100100	MOBILIZATION	L SUM	1		
78001100	PT PVT MK LTRS & SYMB	SQ FT	12		
78001110	PAINT PVT MK LINE 4	FOOT	1150		
XX006343	SEEDING (COMPLETE)	SQ YD	156		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1		
Bidder's Total Proposal					\$197,153.00

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Otto Baum Company

05/31/2022 7:17

JT363

Farmer City Family Health Center Parking

Justin Thomas

Farmer City Family Health Center Parking

Code	Desc	Quan	Units	Price	Total
10	EARTH EXCAVATION	475.000	CY	\$38.40	\$18,240.00
20	PERIMETER EROS BAR	302.000	FT	\$8.00	\$2,416.00
30	INLET FILTERS	1.000	EA	\$350.00	\$350.00
40	AGG BASE CSE B	581.000	TON	\$51.00	\$29,631.00
50	PCC DRIVEWAY PAVT 5	1,590.000	SY	\$55.00	\$87,450.00
60	PCC DRIVEWAY PAVT 8	108.000	SY	\$80.75	\$8,721.00
70	PC CONC SIDEWALK 4	700.000	SF	\$10.00	\$7,000.00
80	PAVEMENT REM	797.000	SY	\$15.00	\$11,955.00
90	CURB REM	77.000	FT	\$18.00	\$1,386.00
100	COMB CC&G TB6.24 AEP	77.000	FT	\$121.00	\$9,317.00
110	MOBILIZATION	1.000	LS	\$4,490.00	\$4,490.00
120	PT PVT MK LTRS & SYMB	12.000	SF	\$29.50	\$354.00
130	PAINT PVT MK LINE 4	1,150.000	FT	\$0.90	\$1,035.00
140	SEEDING (COMPLETE)	156.000	SY	\$43.00	\$6,708.00
150	CONSTRUCTION LAYOUT	1.000	LS	\$8,100.00	\$8,100.00
JOB TOTAL >>>>>					\$197,153.00



Affidavit of Illinois Business Office



Local Public Agency City of Farmer City	County DeWitt	Street Name/Road Name Parking Lot Improvements	Section Number
--	------------------	---	----------------

I, Terry Baum of Morton, Illinois,
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath, state as follows:

1. That I am the President of Otto Baum Company, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Otto Baum Company, Inc., will maintain a business office in the
Bidder
 State of Illinois, which will be located in Tazewell County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.



Signature 	Date 5/31/2022
Print Name of Affiant Terry Baum	

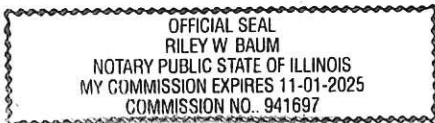
Notary Public

State of IL
 County Peoria

Signed (or subscribed or attested) before me on 5/31/2022 by
(date)

Terry Baum and Stephanie Cobb, authorized agent(s) of
(name/s of person/s)

Otto Baum Company, Inc.
Bidder



(SEAL)

Signature of Notary Public

My commission expires 11-1-2025



Local Public Agency City of Farmer City	County DeWitt	Section Number
--	------------------	----------------

WE, Otto Baum Company, Inc. as PRINCIPAL, and

Travelers Casualty and Surety Company of America as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 31st Day of May, 2022 Month and Year

Company Name Otto Baum Company, Inc.	Signature 	Date May 31, 2022	Company Name	Signature	Date
Title Terry L Baum, President			Title		



(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety Travelers Casualty and Surety Company of America	Signature of Attorney-in-Fact 	Date May 31, 2022
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STATE OF IL
COUNTY OF

I SEE ATTACHED NOTARY PAGE, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ Month and Year.

(SEAL)

Notary Public Signature

Date commission expires _____

Local Public Agency

County

Section Number

City of Farmer City

DeWitt

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

Date

--

--

Title

--

STATE OF ARIZONA

COUNTY OF MARICOPA

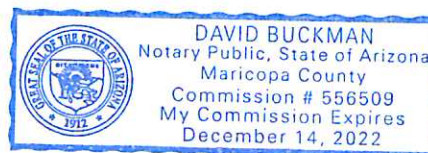
On this 31st day of May, 2022 before me personally appeared Miranda Leininger with whom I am personally acquainted, who, being by me duly sworn said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT and that said seal affixed to said instrument is such corporate seal; that was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.



David Buckman

NOTARY STAMP

My commission expires:





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Miranda Leininger** of **FRISCO, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

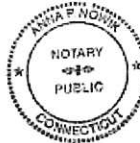
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **31st** day of **May**, **2022**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: June 6, 2022

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

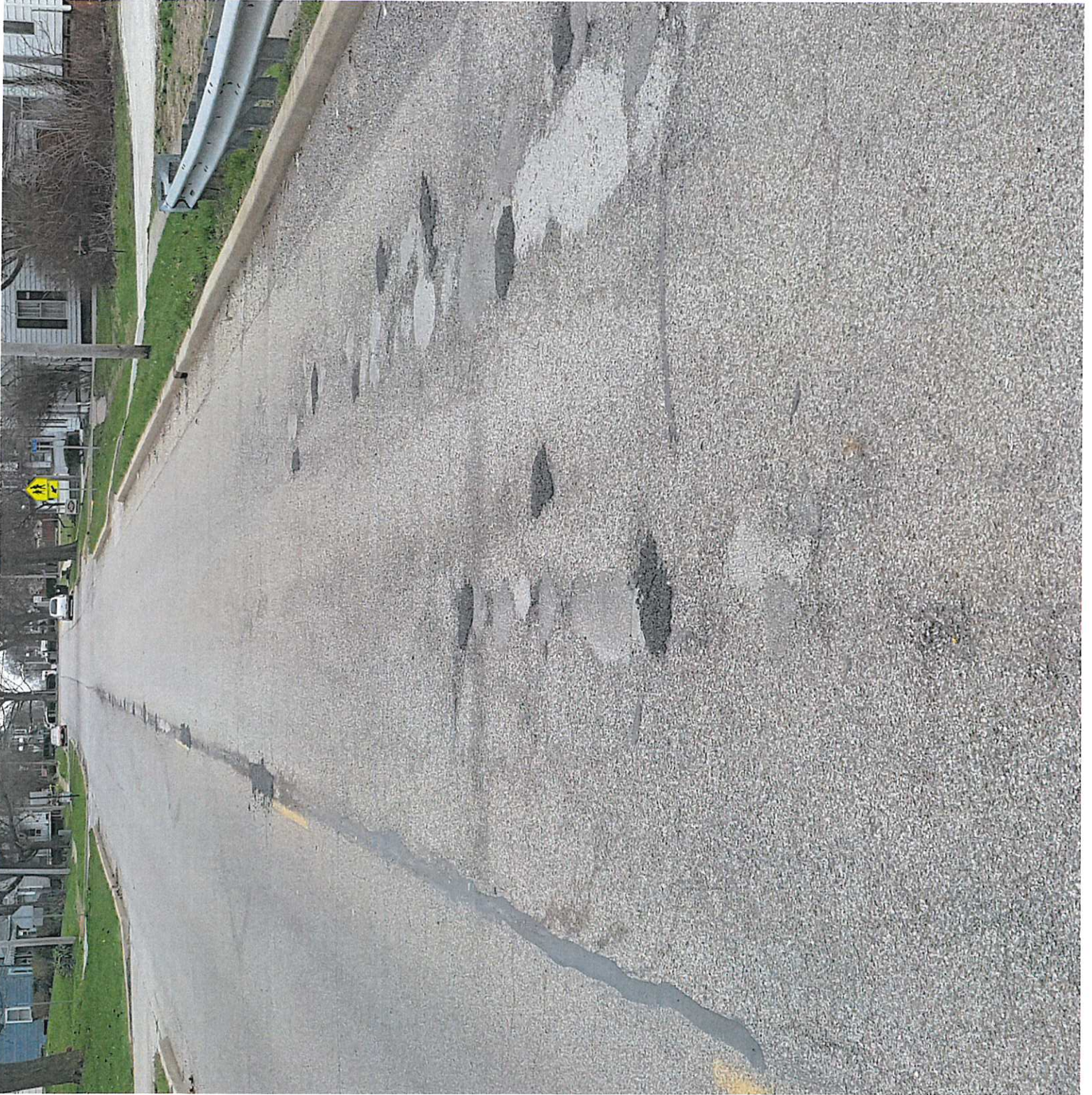
RE: MFT Maintenance program

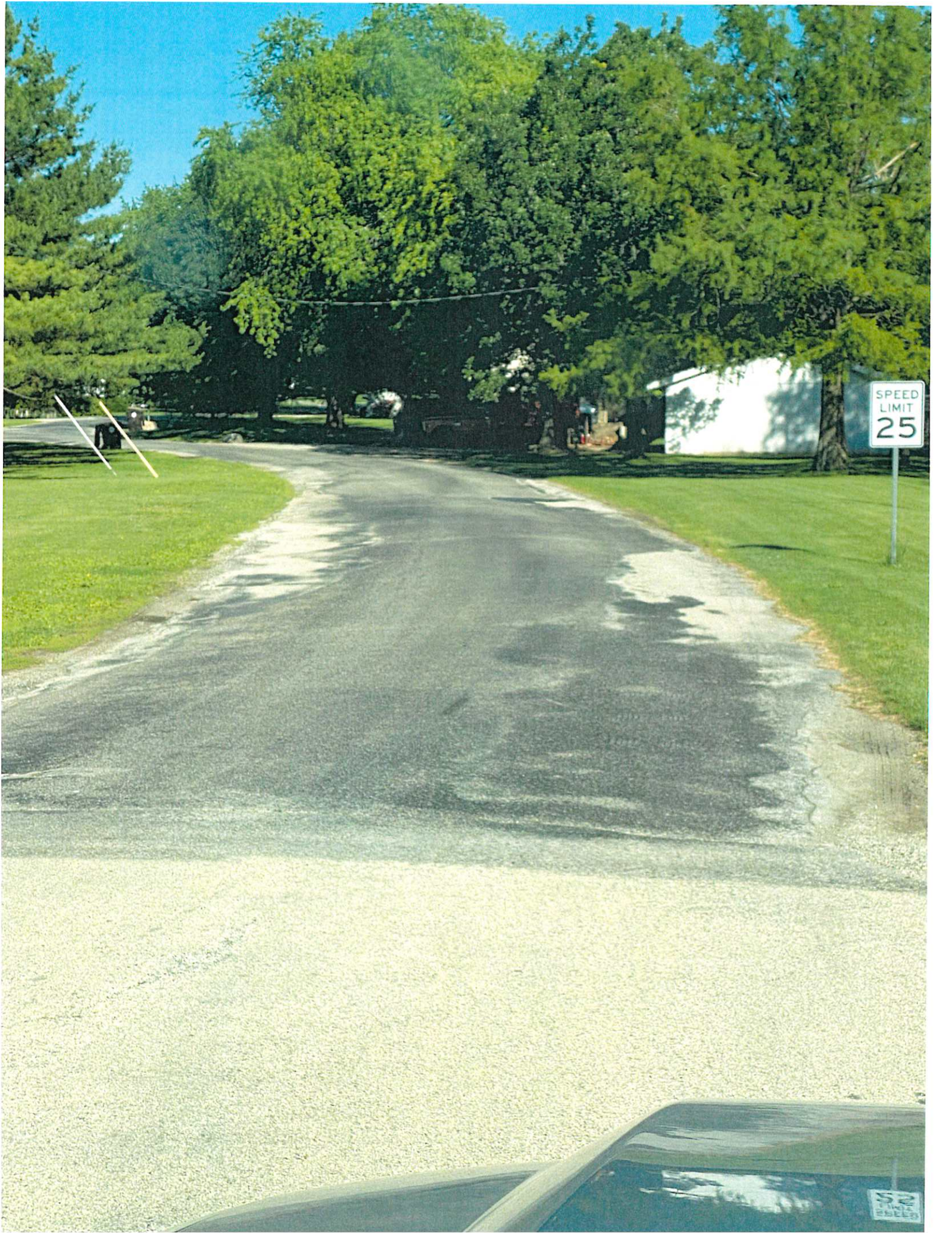
For Fiscal 2023, we are proposing a couple of minor road projects in town. We are recommending the replacement of pavement over the North Main St bridge and the milling and overlay of 4' on both sides of E Water St from Rt. 54 to Market St.

The North Main St bridge pavement is disintegrating. I have attached pictures. E. Water St has disintegrated and will get worse due to frequent ponding when it rains.

We are recommending MFT reconstruction money to re-do the intersection of Plum and Rt. 150 and that design will be presented to you in the near future. That project will take up most of the funds in MFT this year.

We are recommending these two smaller projects for ongoing maintenance this year.





SPEED
LIMIT
25

52
LAW
ENFORCE

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Farmer City	DeWitt		Main and Water Streets

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City Clerk

 Name of Office
 105 S. Main; Farmer City, IL 61842 _____
 Address _____ until _____ on _____

 Time _____ Date _____

Sealed proposals will be opened and read publicly at the office of City Clerk

 Name of Office
 105 S. Main; Farmer City, IL 61842 _____
 Address _____ at _____ on _____

 Time _____ Date _____

DESCRIPTION OF WORK

Location	Project Length
Main and Water Streets in the City of Farmer City, IL	760 Feet

Proposed Improvement
 Maintenance Mill and Overlay and other collateral work as necessary to complete the project in the City of Farmer City in DeWitt County, IL.

1. Plans and proposal forms will be available in the office of
 Maurer-Stutz, Inc; Peoria Office
 3116 N. Dries Ln.; Ste 100; Peoria, IL 61604

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Farmer City	DeWitt		Main and Water Streets

PROPOSAL

1. Proposal of _____
Contractor's Name

 Contractor's Address

2. The plans for the proposed work are those prepared by Maurer-Stutz, Inc.; 3116 N. Dries Ln.; Ste 100; Peoria, IL 61604 and approved by the Department of Transportation on N/A

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 15 working days or by _____ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City _____ Treasurer of Farmer City _____.

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____ .



Schedule of Prices



Contractor's Name

Contractor's Address

City

State

Zip Code

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

Schedule for Multiple Bids

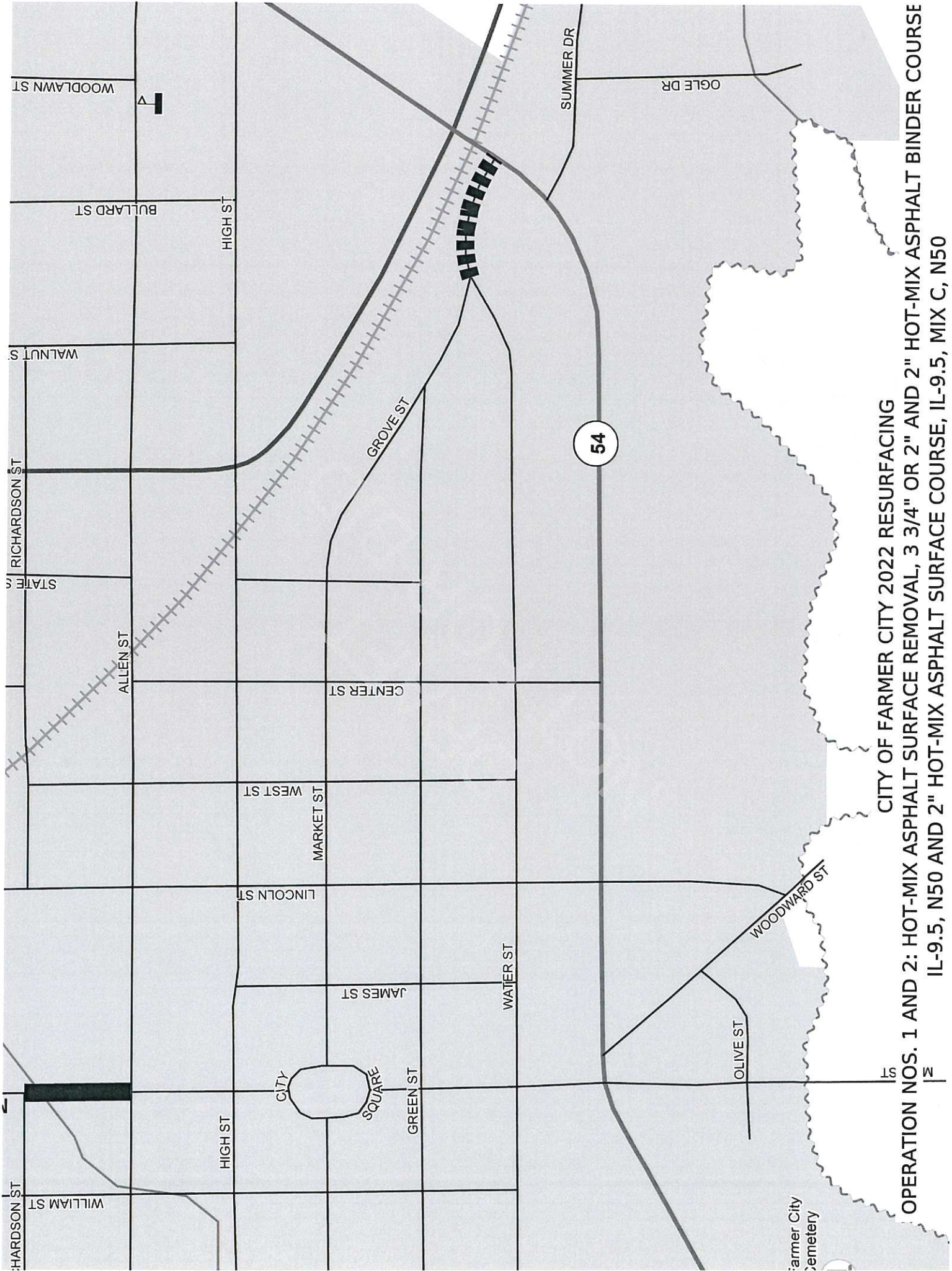
Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
40600275	BIT MATLS PR CT	Pound	1387		
40600290	BIT MATLS TACK CT	Pound	216		
40602978	HMA BC IL-9.5 N50	Ton	29		
40604050	HMA SC IL-9.5 C N50	Ton	75		
44000157	HMA SURF REM 2	Sq Yd	407		
44000164	HMA SURF REM 3 3/4	Sq Yd	254		
Z0034105	MATL TRANSFER DEVICE	Ton	69		
Bidder's Total Proposal					

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



CITY OF FARMER CITY 2022 RESURFACING

OPERATION NOS. 1 AND 2: HOT-MIX ASPHALT SURFACE REMOVAL, 3 3/4" OR 2" AND 2" HOT-MIX ASPHALT BINDER COURSE
 IL-9.5, N50 AND 2" HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX C, N50

Farmer City Cemetery