

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, OCTOBER 3, 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 September 6, 2022 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Resolution 2022-74 Resolution temporarily closing certain streets for Trunk or Treat (5-7)
- B. Ordinance 1092 An Ordinance Amending Chapter 51: Combined Waterworks and Sewerage System.
- C. Ordinance 1093 An Ordinance Amending Chapter 97: Registration and Maintenance of Vacant Structures and Properties
- D. Approval of an agreement with Prairie Engineers for the design engineering and grant application for the Rt. 54 sidewalk for \$75,000.
- E. Approval to hire AquaTerre Invasive Management for \$33,376.20 to clear the tributary.
- F. Approval of Resolution 2022-75 for improvement under the Illinois Highway Code.

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 6, 2022 6pm

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

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

Pledge of allegiance to the flag

Public Comment

Proclamations/presentations

Rail Safety Proclamation

Keith Moran from Moran Economic Development attended by zoom call to answer questions from council regarding the 12-year extension of TIF 2. TIF 2 will now expire in 2034. Surpluses to the taxing districts will be distributed starting next year. The joint review board meeting is scheduled for September 27, 2022 and the public hearing is scheduled for November 7, 2022. This TIF is the same as what was passed in 1999, nothing new has been added.

CONSENT AGENDA

- A. Approval of the minutes of the August 1, 2022 council meeting.
- B. Fund Warrant List
MOTION by McKinley to approve consent agenda. Seconded by Friedrich. Voted unanimously. Motion carried.

UNFINISHED BUSINESS

NEW BUSINESS

- K. Approve Master Service Agreement with ABM Building Solutions for \$90,000.
ABM representatives were in attendance to explain their services of looking for efficiencies by making infrastructure repairs and upgrades. The \$90,000 fee is the cost for engineering and time analysis. If council chooses to proceed with their services, this fee would be rolled into the overall work cost.
MOTION by McKinley to approve Master Service Agreement with ABM Building Solutions for \$90,000. Seconded by Friedrich. Voted unanimously. Motion carried.
- A. Ordinance 1087 an ordinance adding Chapter 112: Mobile Food Vendors.
The discussion for this ordinance took place at the August 1, 2022 meeting.
MOTION by McKinley to approve Ordinance 1087 an ordinance adding Chapter 112: Mobile Food Vendors. Seconded by Friedrich. Voted unanimously. Motion carried.
- B. Ordinance 1088 an ordinance amending ordinance 577 renaming Olive Avenue to Olive Street.
Ordinance 577 names this street Olive Avenue. However, the postal service, 9-1-1, and GPS use Olive Street. This ordinance will officially change the street name back to Olive Street.

MOTION by McKinley to approve Ordinance 1088 an ordinance amending ordinance 577 renaming Olive Avenue to Olive Street. Seconded by Friedrich. Voted unanimously. Motion carried.

- C. Ordinance 1089 an ordinance amending Chapter 51: Combined Waterworks and Sewerage System.

This ordinance was requested by the EPA to protect and control pollutants from systems that connect to the city's.

MOTION by McKinley to approve Ordinance 1089 an ordinance amending Chapter 51: Combined Waterworks and Sewerage System. Seconded by Friedrich. Voted unanimously. Motion carried.

- D. Ordinance 1090 an ordinance of the City of Farmer City, DeWitt County, Illinois authorizing the establishment of TIF "interested parties" registries and adopting registration rules for such registries for southwest redevelopment project area TIF #2.

This ordinance will establish an interested party registry for everyone affected by TIF 2.

MOTION by McKinley to approve Ordinance 1090 an ordinance of the City of Farmer City, DeWitt County, Illinois authorizing the establishment of TIF "interested parties" registries and adopting registration rules for such registries for southwest redevelopment project area TIF #2. Seconded by Friedrich. Voted unanimously. Motion carried.

- E. Ordinance 1091 an ordinance fixing a time and place for a public hearing in connection with proposed amendments to the redevelopment plan for southwest redevelopment project area number 2 of the City of Farmer City, DeWitt County, Illinois, and related matters.

The public hearing date is set for November 7, 2022 6pm at city hall.

MOTION by McKinley to approve Ordinance 1091 an ordinance fixing a time and place for a public hearing in connection with proposed amendments to the redevelopment plan for southwest redevelopment project area number 2 of the City of Farmer City, DeWitt County, Illinois, and related matters. Seconded by Friedrich. Voted unanimously. Motion carried.

- F. Resolution 2022-73 a resolution concerning the replat of a replat of lots 1, 2, 4, 12 and 13 of Moss Lake Subdivision.

State code states that the city has extraterritorial jurisdiction within 1 ½ miles of city limits. Since there are new easements, Moss Lake must receive approval from council.

MOTION by McKinley to approve Resolution 2022-73 a resolution concerning the replat of a replat of lots 1, 2, 4, 12 and 13 of Moss Lake Subdivision. Seconded by Friedrich. Voted unanimously. Motion carried.

- G. Approval of MFT budget.

The city does not have large projects to complete this year. Proposed is tree trimming, road salt, CA-6, engineering and spray patching.

MOTION by McKinley to approve MFT budget. Seconded by Friedrich. Voted unanimously. Motion carried.

- H. Approval to reject all tree removal bids.

The city published for bid the removal of 6 trees and 9 stumps. 7 bid packets were sent to area contractors in the hope that there would be some savings. 3 packets were received. The lowest bid, by Yeagle Forestry, was still more than \$8000 over the budgeted amount for the year.

MOTION by McKinley to reject all tree removal bids. Seconded by Friedrich. Voted unanimously. Motion carried.

- I. Discussion regarding proposed amendments to the Vacant Property Registry Ordinance.

Since implementation, there have been issues arise regarding the vacant property registry. CM McLaughlin is asking council for their direction on 5 items in order to bring back an amended ordinance at the next council meeting. The most significant change is to allow for intermittently vacant properties to be exempt due to "snow bird" type situations and others.

- J. Discussion about Christmas tree lighting.
CM McLaughlin is asking council what direction they would like to take regarding the Christmas tree lighting this year. She will be reaching out to the Chamber of Commerce and Ryan Peyton with Schneider Elementary for their input also. Council suggested Santa, hot chocolate and cookies. They also expressed interest in getting the children involved; maybe even allowing them to share turning on the lights with the parade grand marshal.

EXECUTIVE SESSION

OTHER ITEMS

City Manager report

City manager McLaughlin reminded residents that garbage will be late by 1 day due to the holiday. The pool is offering rebates for the shortened season. The crack in the deep end of pool has been looked at and is slated to be fixed this spring. The city has hired a new park & rec person, who is doing a great job.

Non-agenda items and other business

ADJOURNMENT

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

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	
100		
EVANS FROEHLICH BETH AND	35.00	ADM LEGAL
EVANS FROEHLICH BETH AND	437.50	ADM LEGAL
EVANS FROEHLICH BETH AND	507.50	ADM LEGAL
COOPER, BILLIE	300.00	CLEANING SERVICES
FRONTIER	106.67	ADM
FRONTIER	245.66	ADM
SIMPLIFIED COMPUTERS	110.37	ADM
SIMPLY SENNETT	12.50	ADM
Absopure Water Co	119.25	ADM
CORNGELIO AG	18.78	ADM
STIGER, SHARON	302.18	REAL ESTATE TAXES
EVANS FROEHLICH BETH AND	437.50	COUNCIL LEGAL
EVANS FROEHLICH BETH AND	350.00	COUNCIL LEGAL
Walker Tire Service	20.00	POL
CLASPILL AUTOMOTIVE	93.31	OIL CHANGE 2017 EXPLORER
EVANS FROEHLICH BETH AND	245.00	POLICE
EVANS FROEHLICH BETH AND	87.50	POLICE
TECHNOLOGY MANAGEMENT	132.81	IWIN MEMBERSHIP SERVICES
FRONTIER	371.49	POLICE PHONE
ILEAS	60.00	ILEAS DUES
IMCO UTILITY SUPPLY CO	87.79	range building
CORNGELIO AG	21.98	RANGE BUILDING
CAMO'S LAWN AND LANDSCAP	1,400.00	CITY CEMETERY
HEARTLAND AG INC	266.49	WEED KILLER
CORNGELIO AG	56.35	STREET SUPPLIES
Progressive Chemical	146.40	CUSTOM STREET BLADE
Progressive Chemical	146.40	CUSTOM STREET BLADE
Progressive Chemical	342.21	STRIPE TRIFFIC MARKER
Illini contractors Supply	325.00	DIAMOND BALDE
HIGGS WELDING LLC	32,538.00	2005 INTERNATIONAL 7300
HIGGS WELDING LLC	37,038.00	2006 INTERNATIONAL 7400
NAPA	88.60	PICKUP TRUCK PARTS
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
Grainger	420.71	HEDGE TRIMMER
Menards	238.06	PARK SUPPLIES
CORNGELIO AG	82.54	PARK SUPPLIES
PRESTO X PEST CONTROL	50.85	POOL PEST CONTROL
FRONTIER	187.39	POOL
McKINLEY WATER	44.00	POOL WATER
Total 100:	80,073.79	
120		
GLOBAL TECHNICAL SYSTEMS	28,302.00	MAINTENANCE ON SIREN
Total 120:	28,302.00	
270		
MAURER-STUTZ	2,530.00	PLUM ST IMPROVEMENTS
MORAN ECONOMIC DEVELOP	4,220.00	TIF DISTRICT PLAN
CAMO'S LAWN AND LANDSCAP	520.00	PRAIRIE RIDGE
Total 270:	7,270.00	

Vendor Name	Net Invoice Amount	
280		
Farmer City Garden Club	1,000.00	ANNUAL CONTRIBUTION
Menards	594.26	SANTA HOUSE SUPPLIES
Total 280:	1,594.26	
510		
MAURER-STUTZ	322.50	CHLORINE PERMIT AT WATER PLANT
EVANS FROEHLICH BETH AND	192.50	WATER LEGAL
FRONTIER	133.00	WATER PHONE
MEDIACOM	180.60	WATER
PRAIRIE ENGINEERS	4,500.70	MASTER PLAN
Total 510:	5,329.30	
520		
EVANS FROEHLICH BETH AND	332.50	SEWER
CAMO'S LAWN AND LANDSCAP	200.00	CEMETERY LIFT STATION
PRAIRIE ENGINEERS	4,500.70	MASTER PLAN
Total 520:	5,033.20	
530		
Menards	142.44	AIR LINE PARTS FOR SHOP
NAPA	50.63	TRUCK PARTS
DAVIS WELDING	77.00	REPAIR PARTS FOR TRUCK 9
BHMG ENGINEERS	12,345.00	NESHAP TESTING
FRONTIER	167.78	ELEC PHONE
NAPA	18.86	ELEC
CORNGELIO AG	192.91	ELEC SUPPLIES
Total 530:	12,994.62	
Grand Totals:	140,597.17	

Vendor Name	Net Invoice Amount	
100		
Taylor Abstract Company	200.00	ADM
WATTS COPY SYSTEMS INC	193.10	ADM COPIER
Mc LAUGHLIN, SUE	661.92	TRAVEL
City of Farmer City	337.99	ADM
MEDIACOM	136.90	INTERNET
SIMPLIFIED COMPUTERS	270.00	ADM IT
PTM DOCUMENT SYSTEMS, IN	25.74	W2 FORMS FOR THE YEAR
FUTURA	257.44	ENVVELOPES
MCKINLEY, WILLARD	286.64	IML CONFERENCE
TESTORY, SCOTT	101.42	IML CONFERENCE
STROUGH, JASON	168.75	IML CONFERENCE
City of Farmer City	85.00	POLICE
FUTURA	97.69	ENVELOPES
CLASPILL AUTOMOTIVE	314.92	2005 GMC 5500
LEHIGH HANSON INC.	775.49	CA6 ROCK
MITCHELL'S TRUCKING	622.08	CA6 ROCK
Menards	824.08	SANTA HOUSE SUPPLIES
LEROY TRUE VALUE	214.95	SANTA HOUSE
CAMO'S LAWN AND LANDSCAP	1,400.00	CITY CEMETERY
FRONTIER	80.24	STREET
City of Farmer City	28.27	STREET
CNH CAPITAL PRODUCTIVITY P	90.07	MOWER PARTS
Schmidt's Welding	154.95	BATTERY
DEN GRAPHIX	289.00	OUTDOOR DECALS
Progressive Chemical	412.20	STREET
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	STENSIL PARK
City of Farmer City	483.85	parks
McMaster-Carr	250.49	PARKS SUPPLIES
City of Farmer City	640.07	POOL
Total 100:	11,803.25	
170		
Menards	36.46	GUN RANGE BUILDING MATERIAL
Total 170:	36.46	
270		
CAMO'S LAWN AND LANDSCAP	520.00	RETENTION POND
Total 270:	520.00	
290		
KIMBLE, MARY	250.00	I74 MARKET ADVERTISING
Total 290:	250.00	
490		
GFL ENVIRONMENTAL	12,174.36	MONTHLY TRASH SERVICE
Total 490:	12,174.36	
510		
Progressive Chemical	581.78	WATER SUPPLIES
City of Farmer City	1,431.18	WATER

Vendor Name	Net Invoice Amount	
WATER SOLUTIONS UNLIMITED	970.00	WATER CHEM SUPPLIES
CORNGELIO AG	94.84	WATER - SUPPLIES
FLOREY, CALVIN	100.00	BOOT REIMBURSEMENT
Water Products Co.	1,127.00	WATER MAIN REPAIR REPLACE
Total 510:	4,304.80	
520		
PACE ANALYTICAL SERVICES	202.81	SEWER TESTING
CAMO'S LAWN AND LANDSCAP	200.00	LIFT STATION
COMPLETE INTEGRATION AND	607.50	OTHER PROF SERVICES
City of Farmer City	6,597.54	SEWER
WATER SOLUTIONS UNLIMITED	1,710.00	SEWER CHEMICALS
CORNGELIO AG	25.38	SEWER - SUPPLIES
Total 520:	9,343.23	
530		
TURPEN, ADAM	100.00	BOOT REIMBURSEMENT
ANIXTER INC	58.55	CHIANSAW REPIAR PARTS
LEROY TRUE VALUE	28.36	CHAIN SAW REPIAR
City of Farmer City	2,053.23	ELECTRIC
CHEMSEARCH	684.43	electric
Total 530:	2,924.57	
Grand Totals:	41,356.67	

Vendor Name	Net Invoice Amount	
100		
Central Illinois Ag	<u>7,349.00</u>	MOWER 2010 LANDPRIDE REPLACEMENT
Total 100:	<u>7,349.00</u>	
Grand Totals:	<u><u>7,349.00</u></u>	

Vendor Name	Net Invoice Amount	
100		
TURPEN, ADAM	384.00	TREE TRIMING @ STENSIL PARK
Total 100:	384.00	
Grand Totals:	384.00	

RESOLUTION 2022-74

**RESOLUTION AUTHORIZING THE FARMER CITY CHAMBER OF
COMMERCE FOR THE PURPOSE OF SPONSORING TRUNK OR TREAT
OCTOBER 31, 2022 ON MAIN STREET**

WHEREAS, the Farmer City Chamber of Commerce has sponsored the Trunk or Treat for several years; and

WHEREAS, hundreds of children line up on Main Street to compete in a costume contest, eat hot dogs, and gather candy; and

WHEREAS, the Farmer City Chamber of Commerce has requested that the 100 block of South Main Street be closed from 5:00 p.m.– 7:00 p.m. for Trunk or Treat

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

- FIRST:** that the Farmer City Chamber of Commerce will hold their yearly Trunk or Treat October 31, 2022 during the hours of 5:00 p.m.– 7:00 p.m.; and
SECOND: that the City of Farmer City will allow the Chamber of Commerce to use Main Street

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 3rd DAY OF OCTOBER, 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: October 3, 2022

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Water ordinance amendment

There are a couple of homes, outside the city, to which we provide city water. However, those houses have very long service lines to reach the main where it currently sits.

The Illinois EPA has mandated that we either extend the watermain to allow for those houses to have shorter, separate service lines or adjust our ordinance requiring that separation. Our current ordinance states, "A separate, and independent building water main..." We are recommending an amendment to state, "A separate, and independent water service pipe..."

This is an acceptable amendment, per the EPA, to the ordinance so that we don't have to pay \$150,000 to extend a watermain to service residences outside our limits. Staff recommends approval.

Ordinance No. 1092

An Ordinance Amending Chapter 51: Combined Waterworks and Sewerage System

WHEREAS, the Mayor and the City Council (the “**Corporate Authorities**”) of the City of Farmer City, DeWitt County, Illinois (the “**City**”) desire to set rules and regulations for the City’s sewerage system that promote the health, safety and welfare of the community; and certain amendments will promote the health, safety and welfare of the community.

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

Section 1. Amend Section 51.125. Section 51.125 of Chapter 51, entitled “Combined Waterworks and Sewerage System” is hereby further supplemented and amended to read as follows:

§ 51.125 SEPARATE WATER SERVICE REQUIRED; EXCEPTION.

A separate, and independent water service pipe shall be provided for every building, except where one building stands at the rear of another on an interior lot and no water service pipe is available or can be constructed to the rear building through an adjoining alley, court, yard, or driveway, the water service pipe from the front building may be extended to the rear building and the whole considered as one building water main.

Section 2. Invalidity. 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. For any penalty imposed by this Ordinance, said sections shall become effective 10 days 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 3rd DAY OF OCTOBER, 2022.

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

PASSED this 3rd day of October, 2022.

Angie Wanserski, City Clerk

APPROVED this 3rd day of October, 2022.

Scott Testory, Mayor

Ordinance No. 1093

An Ordinance Amending Chapter 97: Registration and Maintenance of Vacant Structures and Properties

WHEREAS, the City of Farmer City, DeWitt County, Illinois (the “**City**”) previously adopted Chapter 97: Registration and Maintenance of Vacant Structures and Properties (the “**Ordinance**”) to the City of Farmer City Code that regulates vacant properties in town as adopted by the Mayor and the City Council (the “**Corporate Authorities**”) of the City; and

WHEREAS, the Corporate Authorities of the City desire to amend the Ordinance to make it more clear regarding exemptions and other minor matters.

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

Section 1. Amend definition of “vacant”. The definition of “vacant” in section 97.01 in Chapter 97 of the Farmer City Code, entitled “Registration and Maintenance of Vacant Structures and Properties”, be and the same is hereby further supplemented and amended to read as follows:

Vacant: Vacant means a structure that is:

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

For the purposes of this chapter, exceptions to the definition of vacant shall be made for properties that are actively listed for sale with a licensed realtor and for those properties which are under active, ongoing rehabilitation or reconstruction and have a current building permit issued by the appropriate jurisdiction, if required; and (ii) single family, owner occupied residences where the owners are temporarily absent because the owner temporarily resides at an alternative address for a portion of the year, but the property is secured and in full compliance with all other City ordinances and regulations.

Section 2. Amend Section 97.05. Section 97.05 in Chapter 97 of the Farmer City Code, entitled “Registration and Maintenance of Vacant Structures and Properties”, be and the same is hereby further supplemented and amended to read as follows:

§97.05 -- VACANT STRUCTURE REGISTRATION CERTIFICATE

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

- 1) the expected period of vacancy (including the date of initial vacancy);
- 2) the plan for regular maintenance during the vacancy to comply with the vacant structure maintenance standards of this subsection and all of the applicable property maintenance, building and nuisance codes of the City;
- 3) a plan and time line for the lawful occupancy, rehabilitation, removal or demolition of the structure;
- 4) measures to be taken to ensure that the structure will be kept weather tight and secure from trespassers and that it will be safe for entry by police officers, firefighters and code or building inspectors in time of exigent circumstances or emergency as well as at times of reasonable inspection as provided in Section 97.06 below;
- 5) measures to be taken to assure that the premises remain free from nuisance conditions and in good order in conformance with the vacant structure maintenance standards; and
- 6) list all persons authorized to be present in the structure and provide notices of trespass to the police authorizing the arrest for trespass of individuals not on the list (The owner shall update the authorized person list as needed).

(b) No Vacant Structure Registration Certificate shall be effective for more than six months from the date of issuance. Upon a showing of demonstrated need, up to two (2) six-month renewals may be granted by the City Manager. Renewals beyond 18 months may granted by the City Manager upon showing of extraordinary need and circumstances.

Section 3. Amend Section 97.10. Section 97.10 in Chapter 97 of the Farmer City Code, entitled “Registration and Maintenance of Vacant Structures and Properties”, be and the same is hereby further supplemented and amended to read as follows:

§97.10 -- ENFORCEMENT AND PENALTIES

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

(b) All fees, costs or charges assessed or incurred by the City pursuant to this chapter shall be a lien upon the real property. The lien shall be superior to all subsequent liens and encumbrances. The City Attorney shall file a notice of lien, within six (6) months after such cost and expense is incurred, in the office of the DeWitt County Recorder of Deeds. The lien may be enforced by proceeding to foreclose, as in case of mortgages or mechanic's liens.

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

Section 4. Invalidity. 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 5. Effective Date. The provisions of this Ordinance shall become effective immediately following its passage, approval and publication as required by law. For any penalty imposed by this Ordinance, said sections shall become effective 10 days following its passage, approval and publication as required by law.

Section 6. 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 7. 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 3rd DAY OF October, 2022.

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

PASSED this 3rd day of October, 2022.

Angie Wanserski, City Clerk

APPROVED this 3rd day of October, 2022.

Scott Testory, Mayor



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: October 3, 2022

To: City Council

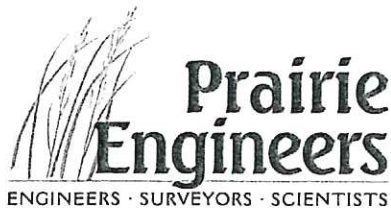
From: Sue McLaughlin, ICMA-CM
City Manager

RE: Engineering scope for Rt. 54 sidewalk

Attached is a scope of service from Prairie Engineers to design engineer and apply for an ITEP grant for a sidewalk along Rt. 54. This sidewalk is contemplated in the new Sidewalk Master Plan from Main St and Rt. 54 east to Casey's on the south side of the route.

When applying for an ITEP grant, the project must be engineered and ready to go when applying, which is why we missed the deadline for this year. This will allow the engineers to design the project and prepare a grant application for the 2023 year. Even if we do not receive this grant, it will be engineered and ready to go for another grant application or funding.

We do have money budgeted for such a project through Business District and Forward TIF funds, although all \$75,000 will probably not be expended in FY 23. Staff recommends approval.



404 North Main Street
Columbia, IL 62236
www.prairieengineers.com
217.605.0403

September 22, 2022

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

**RE: Proposal for Design Engineering Services & ITEP Grant Application Assistance
Farmer City Sidewalk Improvements, IL Route 54 from Main Street to Summer Street
Project Number 256.2202**

Dear Ms. Sue McLaughlin:

Prairie Engineers, P.C. (PRAIRIE) is pleased to submit this proposal for providing grant application assistance and design engineering services related to the construction of approximately 3,000 feet of Portland Cement Concrete (PCC) Sidewalk along Illinois Route 54 from Main Street to Summer Street. This proposal letter describes the limits of our scope of services and fees. The attached General Terms and Conditions are incorporated into this agreement.

SCOPE OF SERVICES

PRAIRIE will perform the following tasks:

GRANT APPLICATION

- Research ITEP grant requirements
- Develop narrative of project description
- Coordinate with City personnel to gather documentation to support the grant application
- Complete standard forms required for an ITEP grant application
- Assemble and format application per ITEP grant requirements for submittal to IDOT by the City

TOPOGRAPHIC SURVEYS

- Field topographic survey
- Coordinate a JULIE design level locate and include visible surface features of utilities within the design area
- Conduct an analysis of the existing IDOT right-of-way and property lines
- It is assumed that all construction work will take place on existing public right of way. If any work is identified during the design phase to be required outside of existing right of way, temporary easement plats may be required. This work is NOT included in our scope of services but can be provided for an additional fee if required.

PERMITTING

- Prepare and submit an Illinois Department of Transportation permit application on behalf of Farmer City ("the City") in order to construct the sidewalk on IDOT right-of-way.
- Prepare and submit the NPDES Storm Water Pollution Prevention Plan on behalf of the City.
- We do not anticipate any additional permits will be required based on the location of the project. If any other federal, state, or local permits are identified to be needed during the design phase, we will notify the City but

have NOT included applying for those permits in our scope of services. The City shall pay all applicable permitting fees.

DESIGN DRAWINGS

- Prepare construction documents including project plans, specifications, estimates and contract documents for approximately 3,000 feet of PCC sidewalk.

Items not included in this Scope of Services that may be required per ITEP grant requirements or if the City pursues construction of this project include the following:

- Preparation of exhibits in support of any public meetings
- Coordination and facilitation of any public meetings
- Construction bidding services
- Construction administration
- Construction observation

If required, these items can be provided under a supplemental agreement.

FEE

Charges for professional services performed by our firm for all services listed in the Scope of Services will be made on the basis of a \$75,000 lump sum fee. This fee amount is valid for a period of sixty days from date of proposal. Billings will be based on the estimated percentage of the total Scope of Services that has been completed.

SCHEDULE

PRAIRIE can begin work on this project immediately following receipt of this signed agreement. We anticipate the ITEP grant application deadline to be on or near September 30, 2023 at 5:00 pm. If the application deadline is substantially different than this date, a modification may be requested.

ACCEPTANCE

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

Sincerely,
PRAIRIE ENGINEERS, P.C.

Alicia B Kamischke

Alicia Kamischke, P.E., S.E.
State, Local Government, and Education Market Lead

Acceptance of Proposal for Professional Services

Project Name: Farmer City Sidewalk Improvements, IL Route 54 from Main Street to Summer Street
Project Number: Project Number 256.2202
Date: September 22, 2022
Fee: \$75,000
Remittance Address: 404 North Main Street
Columbia, IL 62236

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

Name:	Ms. Sue McLaughlin	Address:	105 S Main St.
Signature:		City, State, Zip	Farmer City, IL 61842
Client Name:	City of Farmer City	Telephone:	(309) 928-3412



GENERAL TERMS AND CONDITIONS

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

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

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

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

5. General Liability Insurance and Limitation: PRAIRIE is covered by general liability insurance for bodily injury and property damage arising directly from its negligent acts or

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

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

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

12. Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completions. If the act or failure to act complained of occurs after the date of Substantial Completion, then

the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date PRAIRIE's services are completed or terminated.

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

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

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

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

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



GENERAL TERMS AND CONDITIONS

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

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

20. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement and said party shall not disclose such information to any third party.

21. Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or PRAIRIE. PRAIRIE's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall

have any claim against PRAIRIE because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and PRAIRIE agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

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

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

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

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

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



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: October 3, 2022

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Drainage ditch/tributary maintenance

Regarding the clearing and maintenance of the drainage ditch/tributary that runs through town. Now that we know that the jurisdiction for this maintenance is on each property owner, I reached out to multiple companies recommended by the Illinois Drainage District Association for quotes.

I only received one response, Aquaterre, out of Strawn, Illinois. He met with Fred and me and also walked the length of tributary and prepared a quote for us. He broke it down into sections, with pictures and costs for each section. The total for the work from October 2022 through spring of 2023 is \$33,376.20. I have attached a breakdown of the cost for each section. Descriptions of the work are included, with pictures, in his quote. He comes highly recommended and maintains miles of tributaries for jurisdictions around central Illinois.

There are 30 property owners adjacent to this tributary, some have larger portions than others, such as the School District and Woodlawn Country Club. Since we have discussed a Special Service Area to cover the cost of cleaning and maintenance, we need to decide how to spread out the cost. Do we charge for length of tributary frontage? Do we charge per section of work? Do we charge the whole city or just those adjacent to the tributary?

We could afford to start the work this fall, which I highly recommend, to avoid flooding in the spring. We could then discuss options on how to recoup the cost since creating an SSA will take a few months.

Farmer City System

Legend

- Farmer City System (11,114ft)
- North Tributary
- Salt Creek



Farmer City System

Obstructions:

- 1 Log Jam near headwall
- 2 Bridge laying in ditch
- 3 Log Jam west side of tressle
- 4 General Log Jam
- 5 Log Jam covered by sediment
- 6 Log Jam covered w/ grape vine

Severe Flow Restriction due to
Ditch Bank Erosion
Sediment Deposit

Legend

- Farmer City System (11,114ft)
- Severe Flow Restriction





AquaTerre Invasive Mgmt
 30486 E 400 N Rd
 Strawn, IL 61775
 United States
 (217) 590-6011

Estimate

Farmer City, Illinois 2022-2023

BILL TO
City of Farmer City
 105 S. Main St
 Farmer City, Illinois 61842
 United States

Estimate Number: 10
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$33,376.20

Items	Quantity	Price	Amount
Estimate # 10-01 John St West	1	\$8,830.40	\$8,830.40
Estimate # 10-02 John St- William St	1	\$2,912.40	\$2,912.40
Estimate # 10-03 William St- Main St	1	\$5,405.00	\$5,405.00
Estimate # 10-04 Main St- Lincoln	1	\$2,053.75	\$2,053.75
Estimate # 10-05 Lincoln St- Center St	1	\$6,808.00	\$6,808.00
Estimate # 10-06 Center St- State St	1	\$2,609.60	\$2,609.60
Estimate # 10-07- State St- US150	1	\$1,479.00	\$1,479.00
Estimate # 10-08 Country Club	1	\$3,278.05	\$3,278.05
Total:			\$33,376.20
Grand Total (USD):			\$33,376.20



AquaTerre
Invasive Management

AquaTerre Invasive Mgmt
30486 E 400 N Rd
Strawn, IL 61775
United States

(217) 590-6011

Estimate

Farmer City 2022-2023 John Street West

BILL TO

City of Farmer City
105 S. Main St
Farmer City, Illinois 61842
United States

Estimate Number: 10-01
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$8,830.40

Items	Quantity	Price	Amount
Drainage Ditch Bank Brush Mowing Fall 2022 Per Acre Thin Density Brush mowing, Includes Broadleaf weeds, Woody Brush and Saplings (< 2" dia)	1.01	\$3,500.00	\$3,535.00
<p>Reason- areas of bush honeysuckle and ragweed are shading the ditch bank impeding growth of desirable grass. Lack of grass is causing bank failure with sediment deposit down stream. Clearing this brush will increase sunlight to the ditch bank promoting growth at ground level. An application of selective Stump/Cut herbicide will be applied to the area to allow desirable vegetation to grow while stopping regrowth of undesirable brush.</p>			
Drainage Ditchbanks Dredging- (<30'W) Winter 2022 Per Lin Foot- Small Machine Sediment Removal from ditch center distributed on bank top or moved to areas where bank requires fill.	2407	\$1.80	\$4,332.60
<p>An application of selective herbicide will be applied to spoils to promote desirable vegetation growth while stopping germination of undesirable brush and broadleaf weeds.</p>			
0300 Ditch Bank Brush Control Spring 2023 Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.	2407	\$0.40	\$962.80
Total:			\$8,830.40
Grand Total (USD):			\$8,830.40

Farmer City 2022

John St West

Legend

- Brush Cut Area
- Josh st west Skip

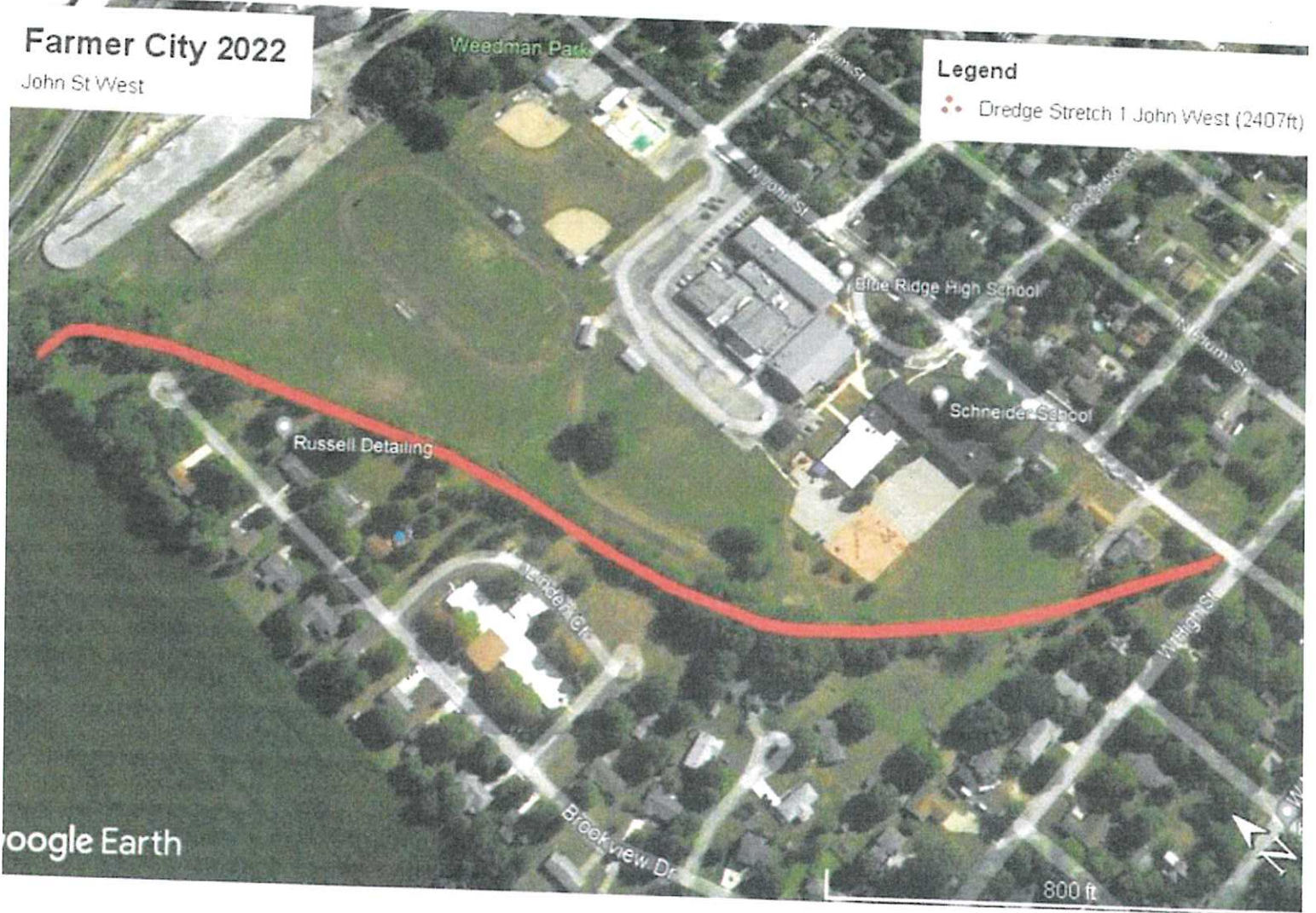


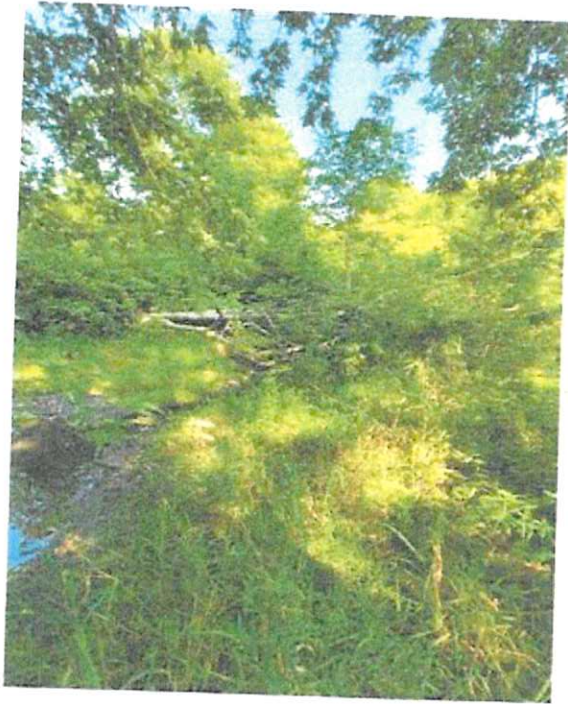
Farmer City 2022

John St West

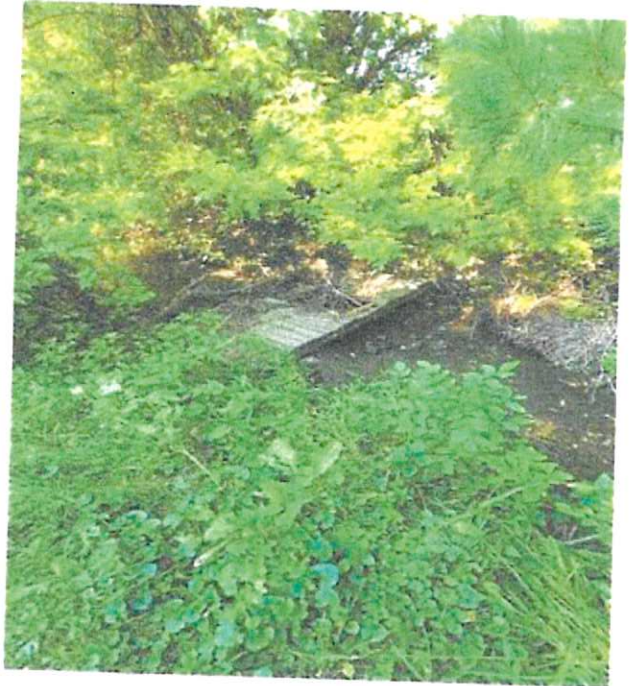
Legend

- Dredge Stretch 1 John West (2407ft)





Obstruction 1 Log Jam near headwall



Obstruction 2 Bridge Laying in ditch



West end of flow restriction Bank erosion Due to non-selective herbicide being applied to ditch bank. No grass present to hold bank in place resulted in sediment deposit downstream, flow stream is being diverted into the northwest bank causing cavitation.



Middle of flow restriction looking west.



East end of flow restriction John St bridge.



AquaTerre Invasive Mgmt
 30486 E 400 N Rd
 Strawn, IL 61775
 United States
 (217) 590-6011

Estimate

Farmer City 2022-2023 John St-William St

BILL TO
City of Farmer City
 105 S. Main St
 Farmer City, Illinois 61842
 United States

Estimate Number: 10-02
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$2,912.40

Items	Quantity	Price	Amount
Drainage Ditch Bank Brush Mowing Fall 2022- John St- Plum St Per Acre Thin Density Brush mowing, Includes Broadleaf weeds, Woody Brush and Saplings (< 2" dia) Reason- areas of brush and woody weeds are shading the ditch bank impeding growth of desirable grass. Lack of grass is causing bank failure with sediment deposit down stream. Clearing this brush will increase sunlight to the ditch bank promoting growth at ground level. An application of selective Stump/Cut herbicide will be applied to the area to allow desirable vegetation to grow while stopping regrowth of undesirable brush.	0.17	\$3,500.00	\$595.00
Drainage Ditchbanks Dredging- (<30"W) Winter 2022-John St- Plum St Per Lin Foot-Medium machine Sediment Removal from ditch center distributed on bank top or moved to areas where bank requires fill. An application of selective herbicide will be applied to spoils to promote desirable vegetation growth while stopping germination of undesirable brush and broadleaf weeds.	247	\$2.25	\$555.75
0300 Ditch Bank Brush Control Spring 2023- John St- Plum St Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.	247	\$0.40	\$98.80
Drainage Ditch Bank Brush Mowing Fall 2022- Plum St-William St Per Acre Medium Density Brush mowing,	0.19	\$5,000.00	\$950.00

Includes Broadleaf weeds, Woody Brush and Saplings (< 2" dia)
 Items
 Undesired Brush >2"/<6" DBH (diameter at breast height) will be hand
 cut with a selective stump herbicide application

Quantity Price Amount

Reason- areas of brush and woody weeds are shading the ditch bank
 impeding growth of desirable grass. Lack of grass is causing bank failure
 with sediment deposit down stream. Clearing this brush will increase
 sunlight to the ditch bank promoting growth at ground level. An
 application of selective Stump/Cut herbicide will be applied to the area to
 allow desirable vegetation to grow while stopping regrowth of undesirable
 brush.

Drainage Ditchbanks Dredging- (<30'W)

Winter 2022- Plum St- William St
 Per Lin Foot-Medium machine

269 \$2.25 \$605.25

Sediment Removal from ditch center distributed on bank top or moved to
 areas where bank requires fill.

An application of selective herbicide will be applied to spoils to promote
 desirable vegetation growth while stopping germination of undesirable
 brush and broadleaf weeds.

0300 Ditch Bank Brush Control

Spring 2023- Plum St- William St

269 \$0.40 \$107.60

Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to
 combat noxious vegetation along ditch banks.

Total: \$2,912.40

Grand Total (USD): \$2,912.40

Farmer City 2022

John St-Plum St-William St
Brush Cut and Dredge

Legend

- Brush Cut Area (36Ac)
- Dredge Stretch (516Ft)





John St bridge facing east, small flow restriction.



Plum St facing west, flow restriction to the right of water's edge, diverting flow stream into south bank. Broad leaf on south bank allowing highwater to erode the bank.



Plum St facing east, medium flow restriction until halfway east towards William St



William St facing west.



William St facing east, flow restriction up to where the ditch curves north. With the curve being a natural restriction, water slowing into the curve has deposited sediment from this point up stream with each bridge acting as a "brake". Brush mowing will remove undesired brush and weeds from the ditchbanks. Dredging the center of the ditch and removing sediment from the banks will increase capacity and ensure optimum flow potential. This will in turn detour water pooling up stream and breaching the banks during normal weather conditions.



AquaTerre Invasive Mgmt
 30486 E 400 N Rd
 Strawn, IL 61775
 United States

(217) 590-6011

Estimate

Farmer City 2022-2023 William St- Main St

BILL TO

City of Farmer City
 105 S. Main St
 Farmer City, Illinois 61842
 United States

Estimate Number: 10-03
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$5,405.00



Items	Quantity	Price	Amount
Drainage Ditch Bank Brush Mowing Fall 2022- William St- Allen St Per Acre Heavy Density Brush mowing, Includes Broadleaf weeds, Woody Brush and Saplings (< 2" dia) Undesired Brush >2"/<6" DBH will be hand cut with a selective stump herbicide application Reason- areas of brush and woody weeds are shading the ditch bank impeding growth of desirable grass. Lack of grass is causing bank failure with sediment deposit down stream. Clearing this brush will increase sunlight to the ditch bank promoting growth at ground level. An application of selective Stump/Cut herbicide will be applied to the area to allow desirable vegetation to grow while stopping regrowth of undesirable brush.	0.33	\$6,500.00	\$2,145.00
Drainage Ditchbanks Dredging- (<30"W) Winter 2022- William St- Allen St Per Lin Foot- Medium Machine Sediment Removal from ditch center distributed on bank top or moved to areas where bank requires fill. An application of selective herbicide will be applied to spoils to promote desirable vegetation growth while stopping germination of undesirable brush and broadleaf weeds.	120	\$2.25	\$270.00
0300 Ditch Bank Brush Control Spring 2023- William St- Allen St Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.	361	\$0.40	\$144.40
Drainage Ditch Bank Brush Mowing Fall 2022- Allen St- Main St Per Acre- Very little Machine access	0.34	\$6,500.00	\$2,210.00

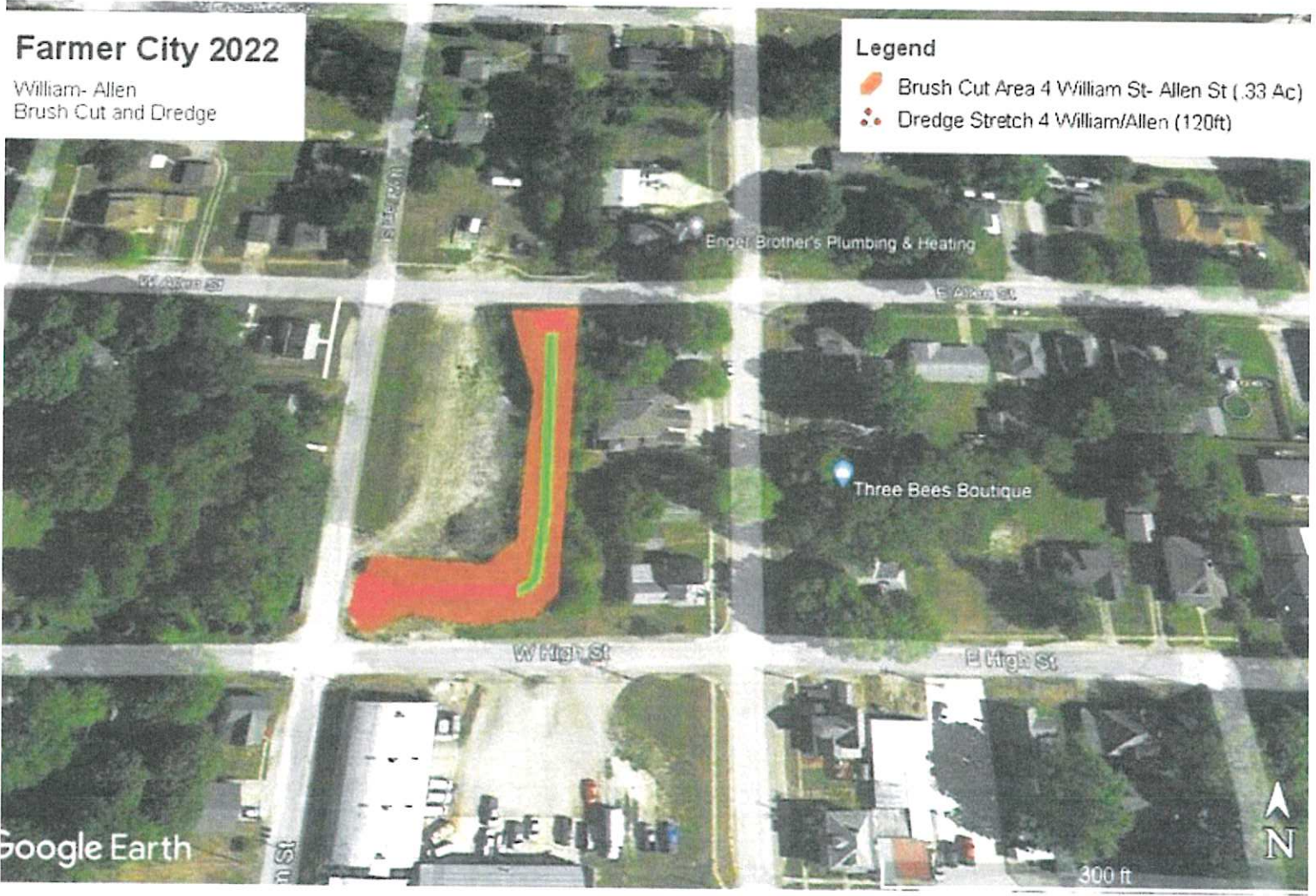
Items	Quantity	Price	Amount
<p>Heavy Density Brush mowing, Includes Broadleaf weeds, Woody Brush and Saplings (< 2" dia) Undesired Brush >2"/<6" DBH will be hand cut with a selective stump herbicide application</p>			
<p>Reason- areas of brush and woody weeds are shading the ditch bank impeding growth of desirable grass. Lack of grass is causing bank failure with sediment deposit down stream. Clearing this brush will increase sunlight to the ditch bank promoting growth at ground level. An application of selective Stump/Cut herbicide will be applied to the area to allow desirable vegetation to grow while stopping regrowth of undesirable brush.</p>			
<p>Drainage Ditchbanks Dredging- (<30'W) Winter 2022-Allen St- Main St BRIDGES ONLY</p>	2	\$250.00	\$500.00
<p>Sediment Removal from ditch center distributed on bank top or moved to areas where bank requires fill.</p>			
<p>An application of selective herbicide will be applied to spoils to promote desirable vegetation growth while stopping germination of undesirable brush and broadleaf weeds.</p>			
<p>0300 Ditch Bank Brush Control Spring 2023- Allen St- Main St Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.</p>	339	\$0.40	\$135.60
Total:			\$5,405.00
Grand Total (USD):			\$5,405.00

Farmer City 2022

William- Allen
Brush Cut and Dredge

Legend

-  Brush Cut Area 4 William St- Allen St (.33 Ac)
-  Dredge Stretch 4 William/Allen (120ft)



Farmer City 2022

Allen St- Main st
Brush Cut and Dredge

Legend

 Brush Cut Area 5 Allen St- Main St (.34 Ac)

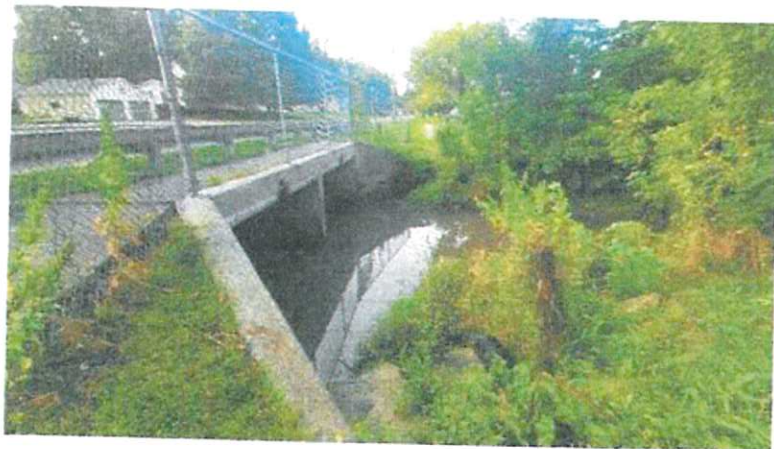




Allen Street facing south. Brush shade hindering grass growth on banks, bare ground underneath allowed to erode during high water and normal rain fall, deposited downstream.



Allen St facing north same issue as above, sediment blocking east duct.



West side of Main Street bridge, Water pooling present.



AquaTerre Invasive Mgmt
 30486 E 400 N Rd
 Strawn, IL 61775
 United States

(217) 590-6011

Estimate

Farmer City 2022-2023 Main St- Lincoln St

BILL TO
City of Farmer City
 105 S. Main St
 Farmer City, Illinois 61842
 United States

Estimate Number: 10-04
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$2,053.75

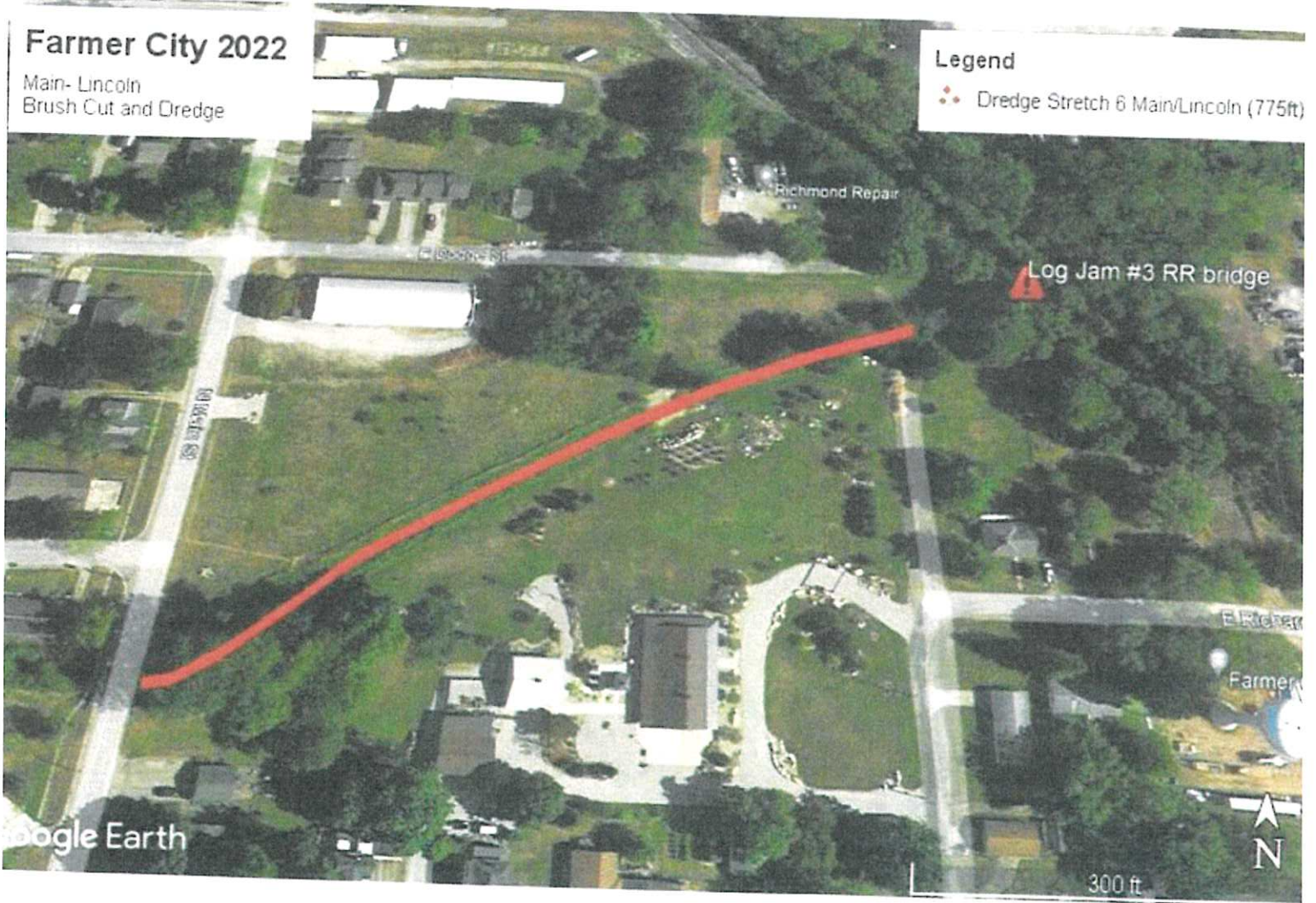
Items	Quantity	Price	Amount
Drainage Ditchbanks Dredging- (<30"W) Winter 2022- Main St- Lincoln Per Lin Foot- Medium Machine Sediment Removal from ditch center distributed on bank top or moved to areas where bank requires fill. An application of selective herbicide will be applied to spoils to promote desirable vegetation growth while stopping germination of undesirable brush and broadleaf weeds.	775	\$2.25	\$1,743.75
0300 Ditch Bank Brush Control Spring 2023- Main St- Lincoln Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.	775	\$0.40	\$310.00
Total:			\$2,053.75
Grand Total (USD):			\$2,053.75

Farmer City 2022

Main- Lincoln
Brush Cut and Dredge

Legend

- Dredge Stretch 6 Main/Lincoln (775ft)





East side of Main Street bridge, Water pooling present.



West end of restriction facing west.



North bank full of sediment diverting water into south bank.



East end of restriction facing west. Large stone/concrete impeded flow enough over time to deposit sediment from this point upstream to just east of the bridge. Sources of sediment include bare ground upstream, Road side runoff, and turf grass runoff from north of the ditch.



AquaTerre Invasive Mgmt
 30486 E 400 N Rd
 Strawn, IL 61775
 United States
 (217) 590-6011

Estimate

Farmer City 2022-2023, Lincoln St- Center St

BILL TO
City of Farmer City
 105 S. Main St
 Farmer City, Illinois 61842
 United States

Estimate Number: 10-05
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$6,808.00

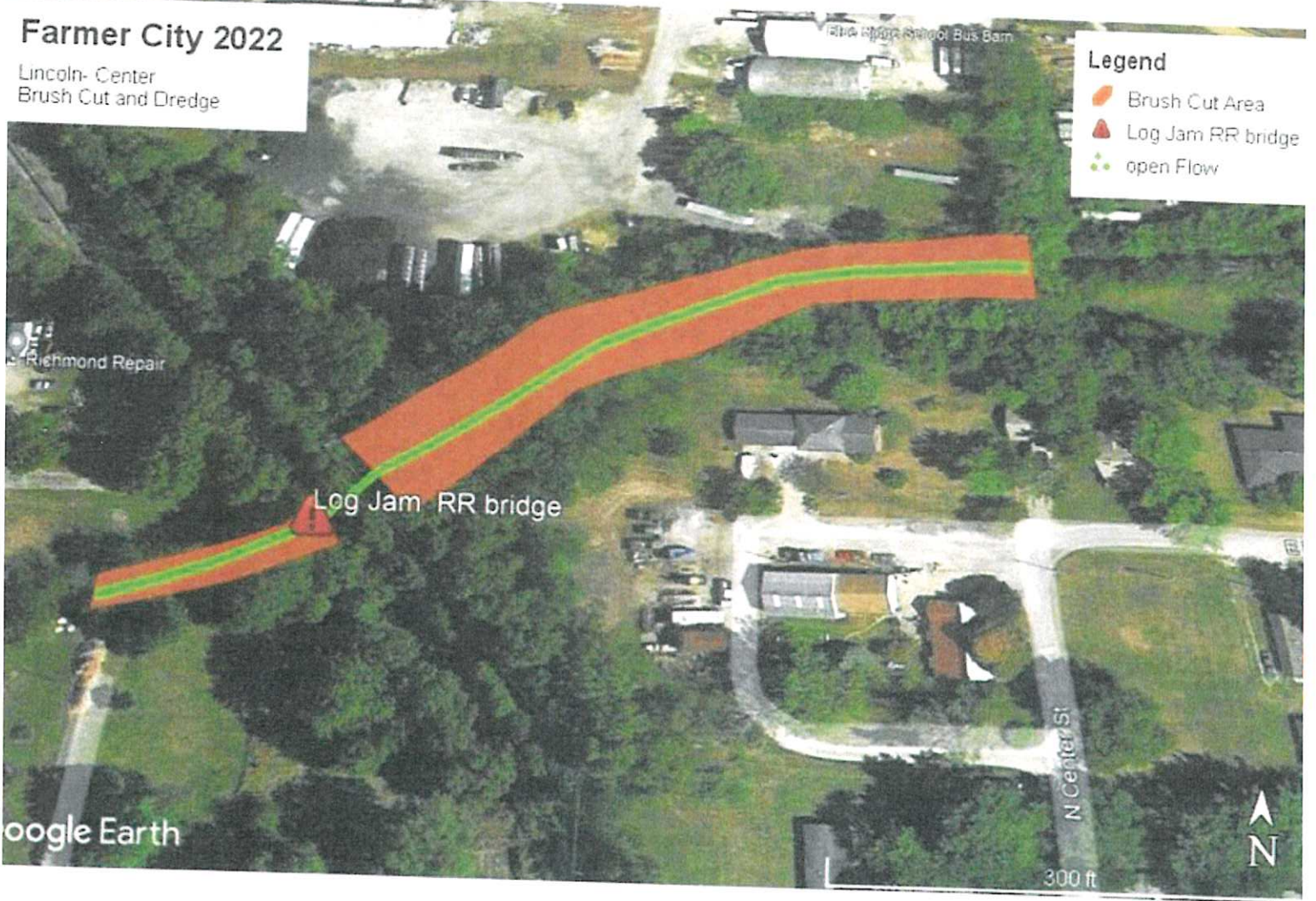
Items	Quantity	Price	Amount
Drainage Ditch Bank Brush Mowing Fall 2022-Lincoln St- Center St Per Acre Heavy Density Brush mowing, Includes Broadleaf weeds, Woody Brush and Saplings (< 2" dia) Undesired Brush >2"/<6" DBH will be hand cut with a selective stump herbicide application. Reason- areas of brush and woody weeds are shading the ditch bank impeding growth of desirable grass. Lack of grass is causing bank failure with sediment deposit down stream. Clearing this brush will increase sunlight to the ditch bank promoting growth at ground level. An application of selective Stump/Cut herbicide will be applied to the area to allow desirable vegetation to grow while stopping regrowth of undesirable brush.	1	\$6,500.00	\$6,500.00
0300 Ditch Bank Brush Control Spring 2023-Lincoln St-Center St Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.	770	\$0.40	\$308.00
Total:			\$6,808.00
Grand Total (USD):			\$6,808.00

Farmer City 2022

Lincoln- Center
Brush Cut and Dredge

Legend

-  Brush Cut Area
-  Log Jam RR bridge
-  open Flow



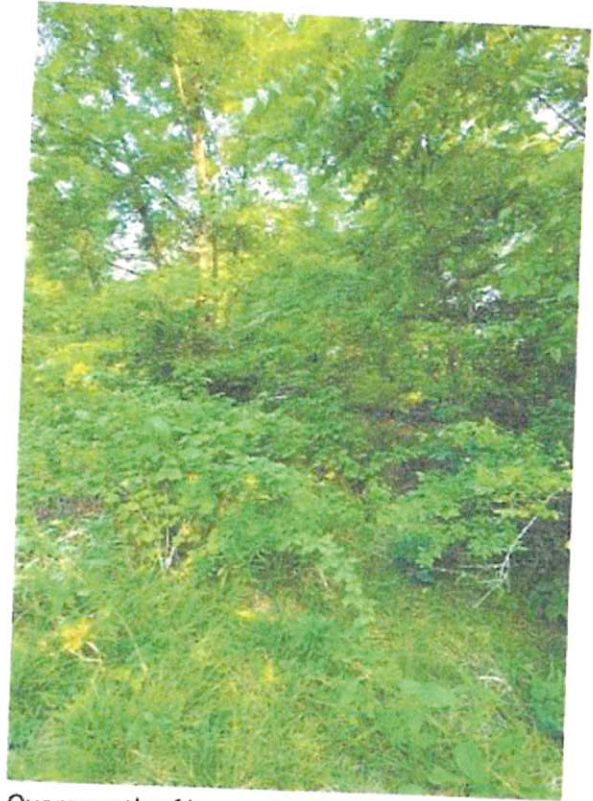
Google Earth

300 ft

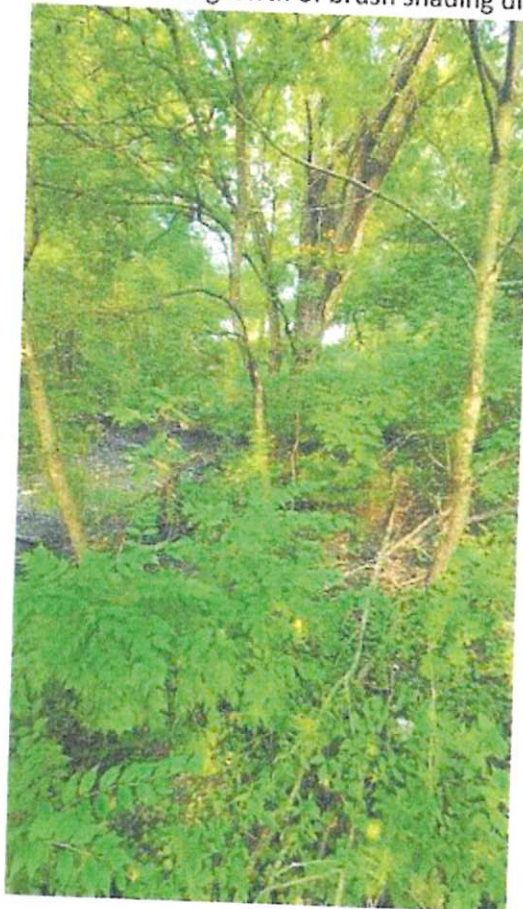
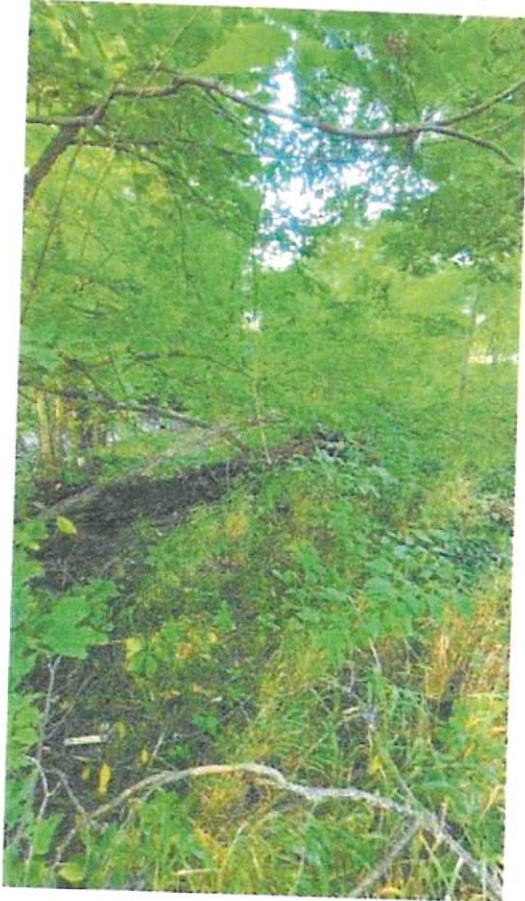




Log jam located west side of RR trestle.



Overgrowth of brush shading ditch bank.





AquaTerre Invasive Mgmt
 30486 E 400 N Rd
 Strawn, IL 61775
 United States
 (217) 590-6011

Estimate

Farmer City 2022-2023 Center St- State St

BILL TO
City of Farmer City
 105 S. Main St
 Farmer City, Illinois 61842
 United States

Estimate Number: 10-06
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$2,609.60

Items	Quantity	Price	Amount
Drainage Ditch Bank Brush Mowing Fall 2022- Center St- State St Per Acre Heavy Density Brush mowing, Includes Broadleaf weeds, Woody Brush and Saplings (< 2" dia) Undesired Brush >2"/<6" DBH will be hand cut with a selective stump herbicide application. Reason- areas of brush and woody weeds are shading the ditch bank impeding growth of desirable grass. Lack of grass is causing bank failure with sediment deposit down stream. Clearing this brush will increase sunlight to the ditch bank promoting growth at ground level. An application of selective Stump/Cut herbicide will be applied to the area to allow desirable vegetation to grow while stopping regrowth of undesirable brush.	0.38	\$6,500.00	\$2,470.00
0300 Ditch Bank Brush Control Spring 2023- Center St- State 34St Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.	349	\$0.40	\$139.60
Total:			\$2,609.60
Grand Total (USD):			\$2,609.60

Farmer City 2022
Center- State
Brush Cut and Dredge

Legend

-  Brush Cut Area (38 Ac)
-  Open FLOW



Google Earth



General log jam.



Area around log jam.



AquaTerre Invasive Mgmt
 30486 E 400 N Rd
 Strawn, IL 61775
 United States
 (217) 590-6011

Estimate

Farmer City 2022-2023 State St- US150

BILL TO
City of Farmer City
 105 S. Main St
 Farmer City, Illinois 61842
 United States



Estimate Number: 10-07
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$1,479.00

Items	Quantity	Price	Amount
Drainage Ditch Bank Brush Mowing Fall 2022- State St- US150 Per Acre Heavy Density Brush mowing, Includes Broadleaf weeds, Woody Brush and Saplings (< 2" dia) Undesired Brush >2"/<6" DBH will be hand cut with a selective stump herbicide application. Reason- areas of brush and woody weeds are shading the ditch bank impeding growth of desirable grass. Lack of grass is causing bank failure with sediment deposit down stream. Clearing this brush will increase sunlight to the ditch bank promoting growth at ground level. An application of selective Stump/Cut herbicide will be applied to the area to allow desirable vegetation to grow while stopping regrowth of undesirable brush.	0.21	\$6,500.00	\$1,365.00
0300 Ditch Bank Brush Control Spring 2023- State St- US150 Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.	285	\$0.40	\$114.00
Total:			\$1,479.00
Grand Total (USD):			\$1,479.00

Farmer City 2022

State- US 150
Brush Cut and Dredge

Legend

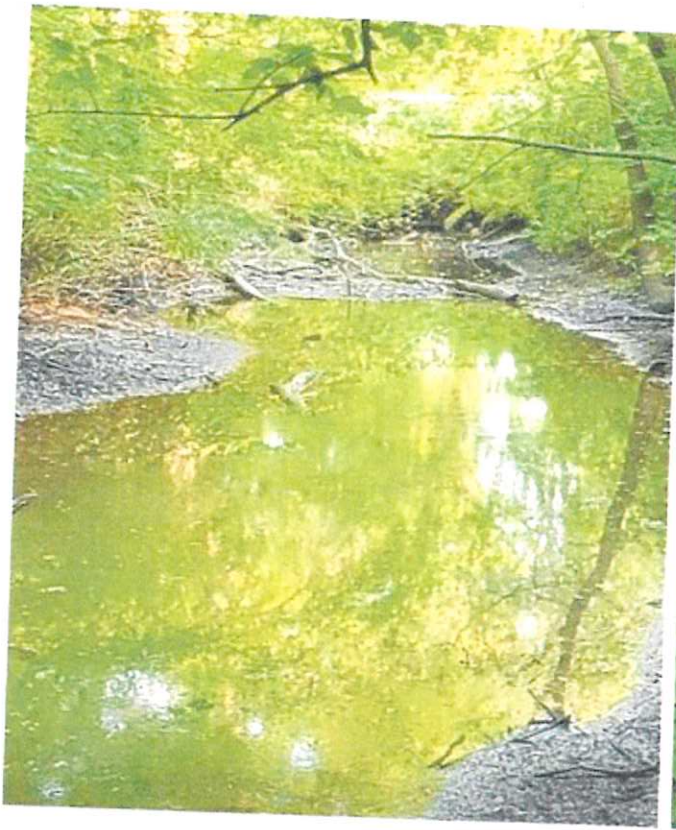
-  Brush Cut Area (.21 Ac)
-  open flow



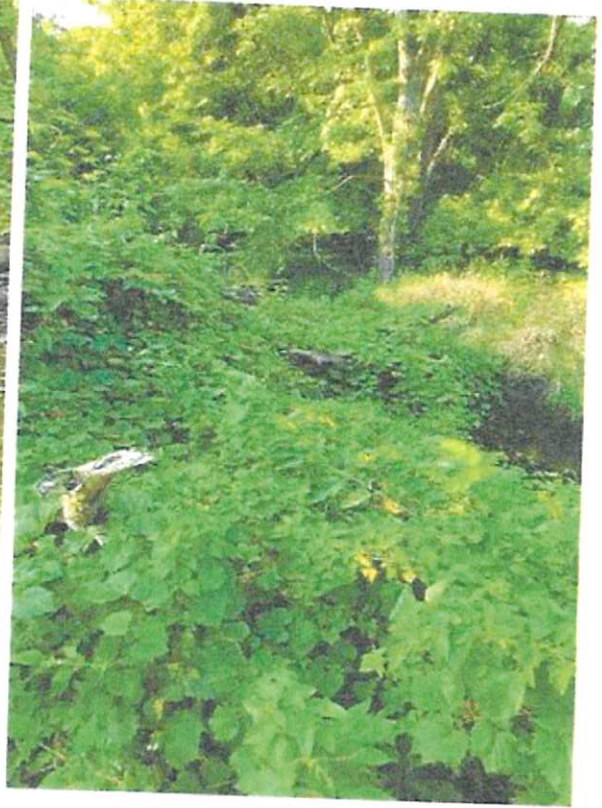
Google Earth

100 ft

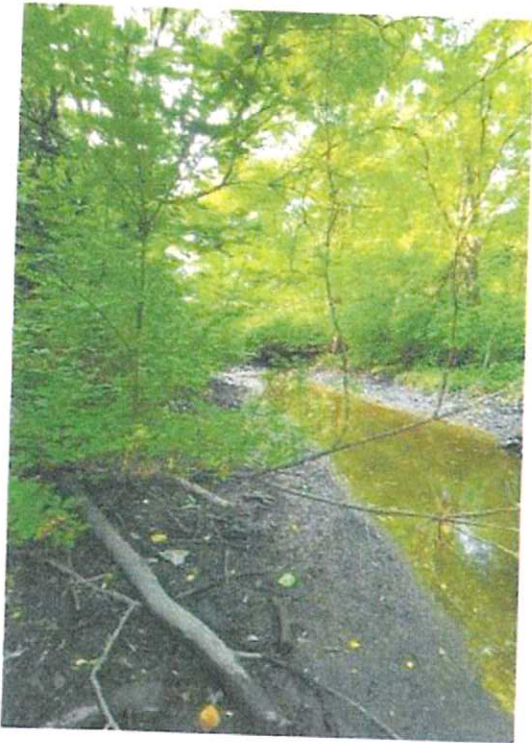




Log jam covered in sediment



Log jam covered in grape vines



Area leading to log jam



Broadleaf shading on ditch bank



AquaTerre Invasive Mgmt
 30486 E 400 N Rd
 Strawn, IL 61775
 United States

(217) 590-6011

Estimate

Farmer City 2022-2023 Country Club

BILL TO
City of Farmer City
 105 S. Main St
 Farmer City, Illinois 61842
 United States

Estimate Number: 10-08
Estimate Date: September 21, 2022
Expires On: October 21, 2022
Grand Total (USD): \$3,278.05

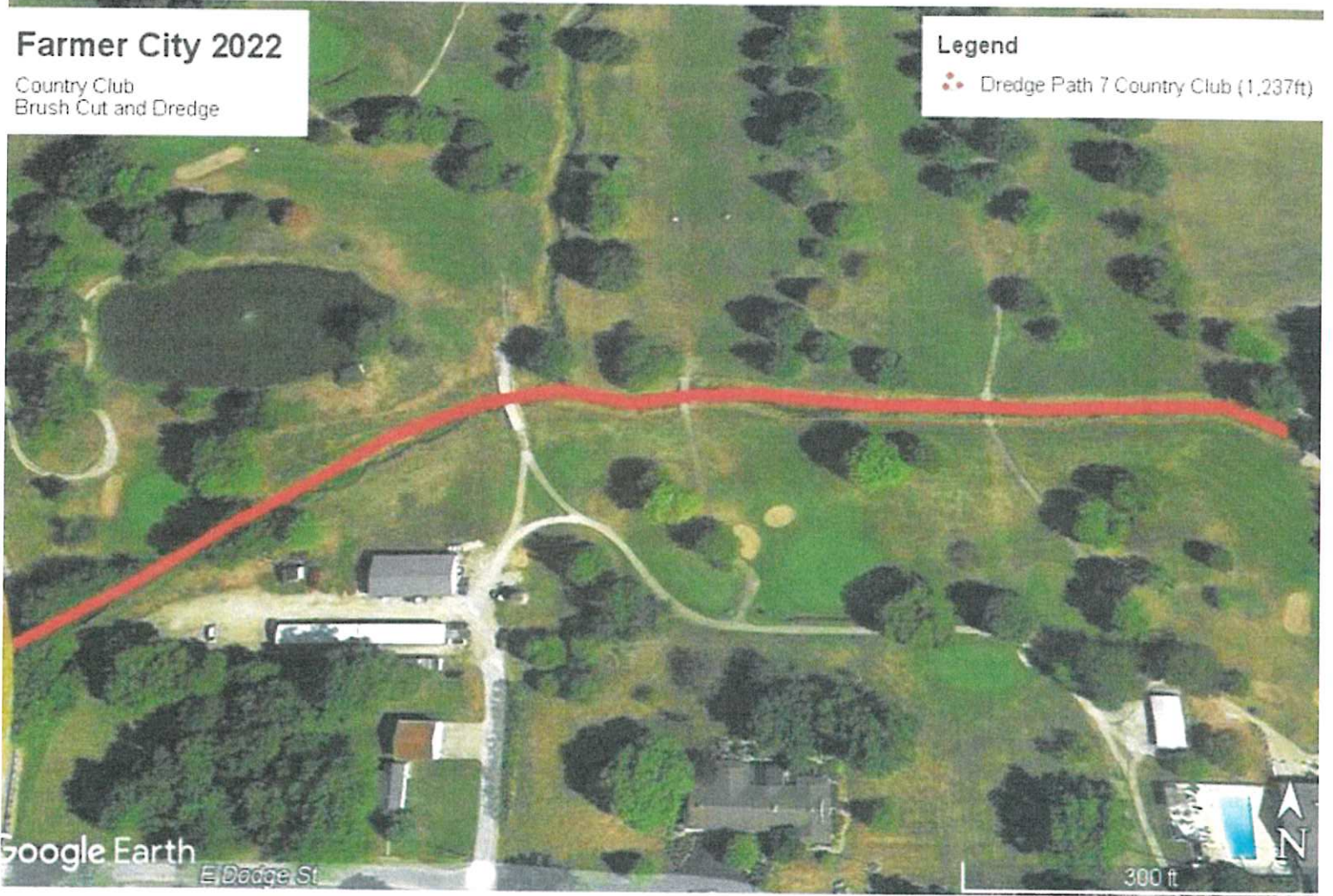
Items	Quantity	Price	Amount
Drainage Ditchbanks Dredging- (<30'W) Winter 2023- Country Club Per Lin Foot- Medium Machine Sediment Removal from ditch center distributed on bank top or moved to areas where bank requires fill. An application of selective herbicide will be applied to spoils to promote desirable vegetation growth while stopping germination of undesirable brush and broadleaf weeds.	1237	\$2.25	\$2,783.25
0300 Ditch Bank Brush Control Spring 2023- Country Club Drainage System Ditch Bank Brush Mitigation. Herbicide application(s) to combat noxious vegetation along ditch banks.	1237	\$0.40	\$494.80
Total:			\$3,278.05
Grand Total (USD):			\$3,278.05

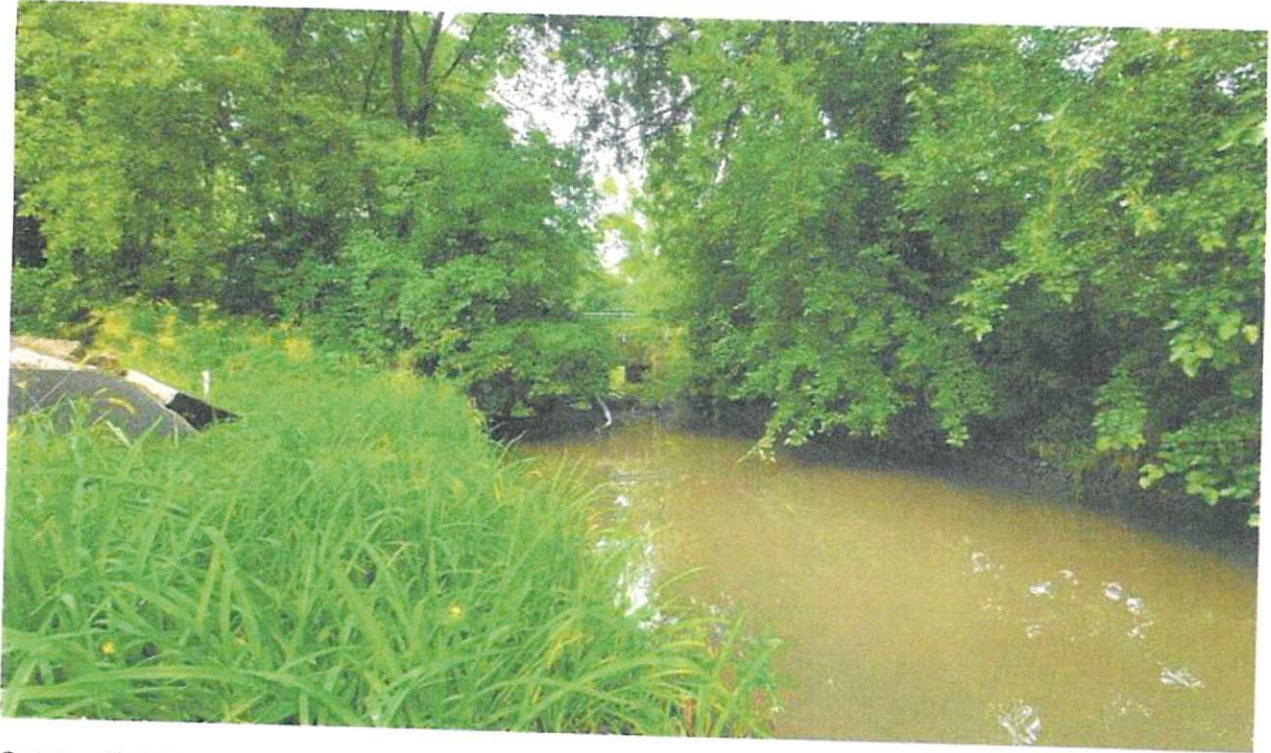
Farmer City 2022

Country Club
Brush Cut and Dredge

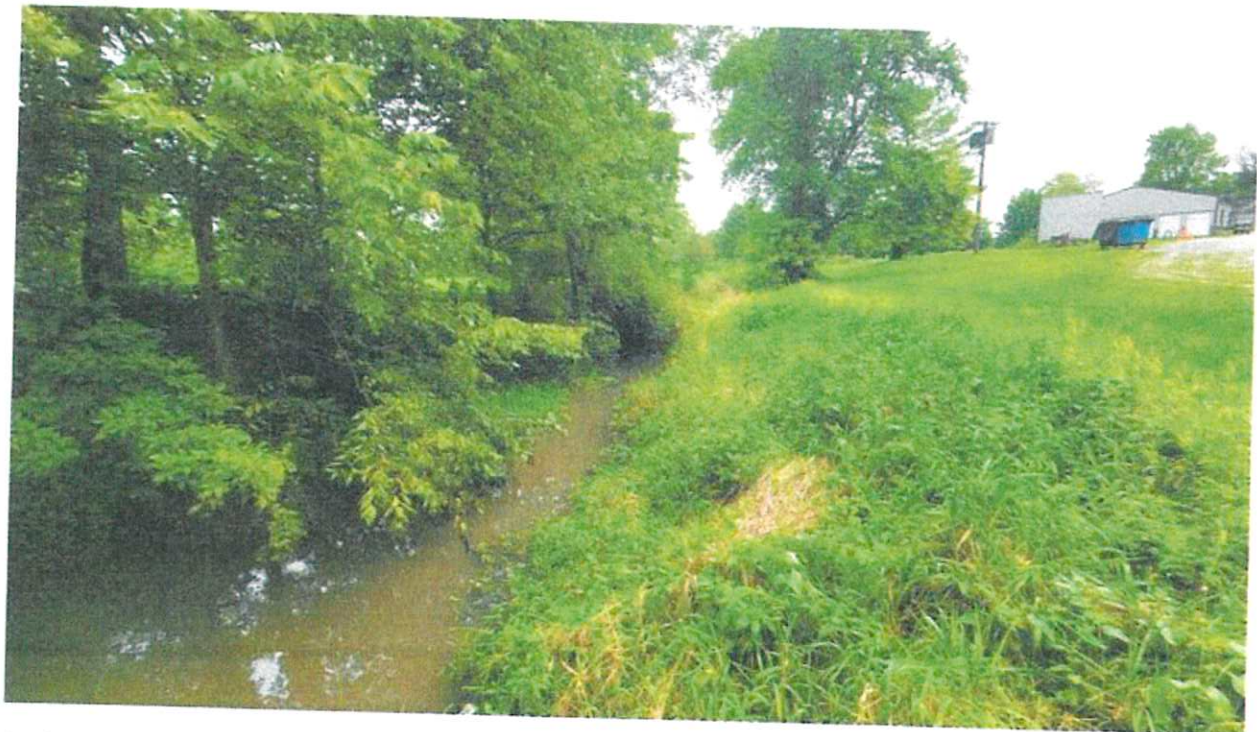
Legend

•• Dredge Path 7 Country Club (1,237ft)





Country Club Entrance, Small Log jam just east of US150 Bridge, Excess pooling of water present.



Looking east from previous location, West end of restriction.



East end of restriction.



Initial Restriction facing east, Rip Rap impeding water flow causing water to stall and deposit sediment over time.



Facing West east end of country club.

AquaTerre Invasive Management Quote

Fall 2022

01	John St.	\$3,535
	Dense brush mowing/herbicide application	
02	John/Plum St	\$595
	Dense brush mowing/herbicide application	
02A	Plum/William St	\$950
	Dense brush mowing/herbicide application	
03	William/Allen St	\$2,145
	Dense brush mowing/herbicide application	
03A	Allen/Main St	\$2,210
	Dense brush mowing/herbicide application	
05	Lincoln/Center St	\$6,500
	Dense brush mowing/herbicide application	
06	Center/State St	\$2,470
	Dense brush mowing/herbicide application	
07	State St/US 150	\$1,365
	Dense brush mowing/herbicide application	
TOTAL		\$19,770

Winter 2022-23

01	John St.	\$4,332.60
	Sediment removal/herbicide application	
02	John/Plum St.	\$555.75
	Sediment removal/herbicide application	
02A	Plum/William St.	\$605.25
	Sediment removal/herbicide application	
03	William/Allen St	\$270
	Sediment removal/herbicide application	
03A	Allen/Main St	\$500
	Bridges only/Sediment removal/herbicide application	
04	Main St/Lincoln	\$1,743.75
	Sediment removal/herbicide application	
08	Country club	\$2,783.25
	Sediment removal/herbicide application	
TOTAL		\$10,790.60

Spring 2023

01	John St.	\$962.80
	Herbicide application	
02	John/Plum St.	\$98.80
	Herbicide application	
02A	Plum/William St.	\$107.60
	Herbicide application	
03	William/Allen St	\$144.40
	Herbicide application	
03A	Allen/Main St	\$135.60
	Herbicide application	
04	Main St/Lincoln	\$310
	Herbicide application	
05	Lincoln/Center St	\$308
	Herbicide application	
06	Center/State St	\$139.60
	Herbicide application	
07	State St/US 150	\$114
	Herbicide application	
08	Country club	\$494.80
	Herbicide application	
TOTAL		\$2,815.60
GRAND TOTAL		\$33,376.20



Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin
 SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS
 EPA, NPS, US Census Bureau, USDA, Sources: Esri, USGS



1 inch equals 2,000 feet



Location Map
Plum Street Roadway Improvements
From US150 (Grove St.) To W. Van Buren St.
Section 23-00009-00-PV
City of Farmer City, DeWitt County, Illinois



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original	2022-75	23-00009-00-PV

BE IT RESOLVED, by the Council of the City of Farmer City

Farmer City Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
N. Plum Street	0.11		US Route 150 (Grove St)	W. Van Buren St

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
None				

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

an intersection reconstruction at Plum/US150; ROW acquisition; new pavement, combination concrete curb and gutter and drainage improvements on North Plum Street.

2. That there is hereby appropriated the sum of two-hundred and fifteen thousand

\$215,000.00 Dollars (\$215,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Angie Wanserski City Clerk in and for said City

Farmer City in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Farmer City at a meeting held on October 03, 2022.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year .

(SEAL)

Clerk Signature & Date

Approved
Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District