

**REGULAR CITY COUNCIL MEETING  
105 S MAIN ST  
FARMER CITY, ILLINOIS  
MONDAY, MAY 1, 2023  
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 April 17, 2023 council minutes
- B. Fund Warrant List

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

**ADJOURNMENT OF OUTGOING COUNCIL**

**OATH OF OFFICE TO: SCOTT TESTORY, JASON STROUGH AND SHELLEY FRIEDRICH**

**PRELIMINARY MATTERS**

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

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

- A. Discussion regarding Councilman Walsh's request to ban leaf burning in the city.
- B. Resolution 2023-82 a resolution determining whether the need for confidentiality still exists or is no longer required as to all or part of minutes of all confidential closed meetings.
- C. Resolution 2023-83 resolution entering into an agreement between the Clinton YMCA and the City of Farmer City.

**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**

**APRIL 17, 2023 6 p.m.**

**Roll call** Present: Councilmembers Shelley Friedrich, Jason Strough, David Walsh, Willard McKinley, 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**

**Proclamations/presentations:**

**Public comment:**

**Public Hearing:** Adoption of the FY 24 annual budget

Public hearing was opened at 6:01 by a motion from Mayor Testory. The purpose of this meeting is to formally adopt the annual budget for the City of Farmer City for fiscal year beginning May 1, 2023 and ending April 30, 2024. There was no discussion. The public hearing was closed at 6:02 by a motion from McKinley. Seconded by Friedrich. Voted unanimously. Motion carried.

**CONSENT AGENDA**

- A. Approval of the minutes of the April 3, 2023 council meeting.
- B. Fund Warrant List

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

**UNFINISHED BUSINESS**

**NEW BUSINESS**

- A. Approval of contract with ABM for \$3,741,169 to replace and install all city water meters and appurtenances.

Three representatives from ABM were in attendance to promote meter replacement for Farmer City. Council is questioning whether the city could make the payments in the future as there does not seem to be enough savings to support the cost. ABM has asked for a special meeting to be held on Monday as they would like to propose a new offer of doing half of the town meters so the city can see what the savings would be. Council has decided to table this subject for this meeting and schedule another one for Monday, April 24, 2023.

**MOTION** by McKinley, seconded by Friedrich, to approve a contract with ABM for \$3,741,169 to replace and install all city water meters and appurtenances.

**MOTION** by McKinley, seconded by Friedrich, to table the discussion to approve a contract with ABM for \$3,741,169 to replace and install all city water meters and appurtenances. Voted unanimously. Motion carried.

- B. Resolution 2023-80 entering into a collective bargaining agreement between the Fraternal Order of Police and the City of Farmer City.  
This contract begins May 1, 2023 and ends April 30, 2026.

**MOTION** by McKinley, seconded by Friedrich, to approve Resolution 2023-80 entering into a collective bargaining agreement between the Fraternal Order of Police and the City of Farmer City. Voted unanimously. Motion carried.

- C. Resolution 2023-81 for Phase II Engineering for the Plum/150 intersection improvements in the amount of \$52,303.

This project is for the IDOT intersection at the corner of Plum and 150. Once the final design and coordination is complete, the city hopes to begin work on this the following spring.

**MOTION** by McKinley, seconded by Friedrich, to approve Resolution 2023-81 for Phase II Engineering for the Plum/150 intersection improvements in the amount of \$52,303. Voted unanimously. Motion carried.

- D. Ordinance 1100 approval of budget amendment for FY23.

The majority of these changes involve the street garage and are due to the fire.

**MOTION** by McKinley, seconded by Friedrich, to approve Ordinance 1100 approval of budget amendment for FY23. Voted unanimously. Motion carried.

- E. Ordinance 1101 an ordinance adopting an annual budget for the City of Farmer City for the fiscal year beginning May 1, 2023 and ending April 30, 2024.

City manager McLaughlin informed council that there is money in the budget for extra projects; i.e., dog park and electronic sign. She also informed council that the Chamber has expressed interest in the city purchasing an electronic sign and then making payments to the city to take it over and own. Mayor Testory stated that the city is not in the business of providing start up money. Council is in agreement that any sign should be under the purview of the city.

**MOTION** by McKinley, seconded by Friedrich, to approve Ordinance 1101 an ordinance adopting an annual budget for the City of Farmer City for the fiscal year beginning May 1, 2023 and ending April 30, 2024. Voted unanimously. Motion carried.

## **EXECUTIVE SESSION**

**MOTION** by McKinley, seconded by Friedrich, to enter into executive session for 5 ILCS 120/2(c)21 Meetings to review closed session minutes, including the semi-annual review of closed session minutes pursuant to Section 2.06 of OMA. Voted unanimously. Motion carried.

## **OTHER ITEMS**

### **City Manager report**

City manager McLaughlin reminded residents that June 10 will be the town's bulk waste pickup day for the year. She will post more information on this when the time gets closer. Remember not to burn on days other than Thursday, Friday, or Saturday. The Prairie Ridge project has started and should take at least 3 weeks. The city will start locking the South Park gate as there has been illegal dumping and vehicle burn outs.

### **Non-agenda items and other business**

## **ADJOURNMENT**

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

Vendor Name	Net Invoice Amount	
<b>100</b>		
WATTS COPY SYSTEMS INC	199.33	ADM COPIER
ONSOLVE LLC	2,240.13	CODE RED
COOPER, BILLIE	300.00	ADM
HINCKLEY SPRINGS	63.10	WATER
City of Farmer City	397.21	ADM
MEDIACOM	104.08	ADM
FUTURA	45.74	ADM - SUPPLIES
PF Pettibone & Co.	216.50	STATE CITATION BOOK
AMUNDSEN DAVIS LLC	9,529.95	POLICE
TECHNOLOGY MANAGEMENT	132.81	IWNN FEES
Verizon	346.62	VERIZON BILL TO REPLACE IWNN
City of Farmer City	262.20	POLICE
PF Pettibone & Co.	19.00	POLICE RETIREMENT
GRAPHIC ELECTRONICS INC	102.50	POLICE
FUTURA	45.75	POLICE
Evergreen FS Inc	1,229.91	POLICE FUEL
MAURER-STUTZ	17,876.25	MAINTENANCE BUILDING RECONSTRUCTION
AQUATERRE INVASIVE MANAG	494.80	STREET
FRONTIER	32.50	STREET
City of Farmer City	28.26	STREET
Schmidt's Welding	172.95	BATTERY
FUTURA	45.74	STREET
Evergreen FS Inc	150.15	STREET FUEL
City of Farmer City	597.95	parks
Evergreen FS Inc	112.61	PARKS
GRACIE SHAFFER	175.00	LIFEGAURD CLASS REIMBURSE
City of Farmer City	100.68	POOL
Menards	110.25	BUILD REPAIR AT POOL
Spears Corporation	12,539.76	POOL CHEMICALS
Total 100:	47,671.73	
<b>120</b>		
City of Farmer City	135.32	SIREN
Total 120:	135.32	
<b>240</b>		
AQUATERRE INVASIVE MANAG	280.00	FC FORWARD
AQUATERRE INVASIVE MANAG	308.00	FC FORWARD
AQUATERRE INVASIVE MANAG	139.60	FC FORWARD
AQUATERRE INVASIVE MANAG	114.00	FC FORWARD
Total 240:	841.60	
<b>270</b>		
AQUATERRE INVASIVE MANAG	962.80	TIF
AQUATERRE INVASIVE MANAG	206.40	TIF
Total 270:	1,169.20	
<b>510</b>		
Menards	99.99	BUILDING REPAIR MAINT
Birkeys Farm Store	1,163.19	BACKHOE REPAIRS
FRONTIER	124.46	WATER PHONE
MEDIACOM	180.30	WATER
City of Farmer City	1,834.83	WATER

Vendor Name	Net Invoice Amount	
FUTURA	45.74	WATER
Evergreen FS Inc	289.26	WATER FUEL
IMCO UTILITY SUPPLY CO	667.70	MISC WATER SERVICE
Water Products Co.	1,030.86	WATERMAIN REPAIR REPLACE
LAYNE CHRISTENSEN COMPAN	51,721.00	emergency repiar well
Total 510:	57,157.33	
<b>520</b>		
Walker Tire Service	35.00	REPAIR MOWER TIRE
City of Farmer City	8,863.00	SEWER
EVOQUA WATER TECHNOLOGI	9,281.95	CHEMICALS
Evergreen FS Inc	112.61	SEWER FUEL
Total 520:	18,292.56	
<b>530</b>		
JM TEST SYSTEMS	211.00	ELEC SAFETY GEAR
FUTURA	45.74	ELECTRIC
HAWN CONTRACTING	350.00	REPAIR LIGHTING
QUADIENT FINANCE USA INC.	488.04	POSTAGE
City of Farmer City	2,606.47	ELECTRIC
Evergreen FS Inc	313.56	ELEC FUEL
Total 530:	4,014.81	
Grand Totals:	129,282.55	

Vendor Name	Net Invoice Amount	
<b>100</b>		
PRESTO X PEST CONTROL	53.11	ADM
MIDWEST MAILING AND SHIPPI	561.00	RENTAL OF PAPER FOLDER
FRONTIER	100.88	ADM
FRONTIER	228.43	ADM
T-MOBILE	33.83	ADM
T-MOBILE	30.56	ADM
EVANS FROEHLICH BETH AND	350.00	COUNCIL LEGAL
VILLAGE OF TOLONO	75.00	COMMUNITY RELATIONS
Walker Tire Service	549.00	POL VEHICLE MAINT
EVANS FROEHLICH BETH AND	245.00	POLICE
TECHNOLOGY MANAGEMENT	132.81	IWIN MEMBERSHIP SERVICES
SPRINT	134.02	POLICE
FRONTIER	396.53	POLICE PHONE
CORE AND MAIN	260.00	DEPOT ROAD PROJECT
T-MOBILE	33.83	STREET
Schmid's Welding	651.80	BATTERY FOR THE DUMP TRUCK
NAPA	176.68	STREET
CORNGELIO AG	25.56	STREETS SUPPLIES
Central Illinois Ag	28.79	OIL CHANGE
Menards	103.60	LANSCAPING MAINT
Mahomet Landscapes Inc	180.00	PARKS COMPOST
T-MOBILE	33.83	PARKS
Menards	217.04	PROPERTY MAINT
Menards	27.95	
CORNGELIO AG	36.48	SUPPLIES PARKS
Menards	9.54	MISC
FRONTIER	200.16	POOL
Total 100:	4,875.43	
<b>270</b>		
EVANS FROEHLICH BETH AND	542.50	TIF 2
Total 270:	542.50	
<b>510</b>		
HEARTLAND AG INC	101.75	BUILDING PROP MAINT
EVANS FROEHLICH BETH AND	997.50	LEGAL
T-MOBILE	33.82	WATER
Total 510:	1,133.07	
<b>520</b>		
T-MOBILE	33.82	SEWER
WATER SOLUTIONS UNLIMITED	2,590.00	CHEMICALS
WATER SOLUTIONS UNLIMITED	1,285.00	CHEMICALS
Reynolds Excavating	6,300.00	SEWER BACKHOE SERVICE
Total 520:	10,208.82	
<b>530</b>		
NAPA	521.98	ELEC
BHMG ENGINEERS	701.07	PROJECT E03150
ALTORFER INC.	12,989.23	ELECTRIC UNIT INSPECTION
T-MOBILE	33.82	ELEC
FRONTIER	165.18	ELEC PHONE
ASSOCIATION OF ILLINOIS ELE	700.00	ELEC TRAINGING

Vendor Name	Net Invoice Amount
JARVIS, MAXWELL	705.39 TRAVEL
Total 530:	15,816.67
Grand Totals:	<u>32,576.49</u>



**OATH OF OFFICE  
FARMER CITY, ILLINOIS**

I, do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of City Mayor according to the best of my ability.

\_\_\_\_\_  
Signature

Attest:

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





**OATH OF OFFICE  
FARMER CITY, ILLINOIS**

I, do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of City Council member according to the best of my ability.

\_\_\_\_\_  
Signature

Attest:

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



**OATH OF OFFICE  
FARMER CITY, ILLINOIS**

I, do solemnly swear (or affirm) that I will support the Constitution of the United States, and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of City Council member according to the best of my ability.

\_\_\_\_\_  
Signature

Attest:

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

Here are the following reasons I believe leaf burning within the corporate limits of the city should be banned.

I am open for discussion on every point I have listed below. And I also welcome and encourage positive engagement and open conversation about the nuisance of leaf burning. I am not targeting people who burn sticks or limbs or wood in their yards.

I also think if the City would pass a permanent leaf burning ban, solutions could be provided to help residents dispose of leaves. Some options I have thought of are the following, starting a community compost program, providing residents with free leaf bags.

1. It is unpleasant, the ash and smoke go everywhere
2. The ash piles up in the street, and then it rains. All that ash and water mix, which makes a paste and I believe it can attribute to plugged or poorly performing sewers during heavy rains.
3. Citizenry abuse leaf burning by burning trash and fresh grass clippings, which don't burn.
4. The smoke from multiple leaf fires block intersections in the city making it dangerous for motorists to safely navigate the streets.
5. I believe the smoke from leaf fires negatively affect people with asthma, or other breathing related issues. I think it is a public health issue.
6. In years past I have observed reckless behavior, people tossing gasoline on fully engulfed leaf fires or burning close to structures and dwellings. My concern is out of control grass or structure fires that would involve the fire department to put out.
7. Damage to infrastructure from hot fires, i.e. streets, telephone poles, etc.

Thank you.

David Walsh  
Farmer City Council

**RESOLUTION NO. 2023-82**

**A RESOLUTION  
DETERMINING WHETHER THE NEED FOR  
CONFIDENTIALITY STILL EXISTS OR IS NO LONGER REQUIRED  
AS TO ALL OR PART OF MINUTES OF ALL CONFIDENTIAL CLOSED MEETINGS**

**WHEREAS**, Section 2.06 of the Open Meetings Act (5 ILCS 120/2.06) requires each public body to periodically, but no less frequently than semi-annually, to meet to review minutes of all closed meetings and to make a determination, reported in open session, that (1) the need for confidentiality still exists as to all or part of those minutes or (2) that the minutes or portions thereof no longer require confidential treatment and are available for public inspection; and

**WHEREAS**, the Mayor and Council Members (the “**Corporate Authorities**”) of the City of Farmer City, DeWitt County, Illinois (the “**City**”) have met to review the minutes of all closed meetings which remain confidential as of the date hereof as detailed on the attached list (the “**Confidential Closed Meeting Minutes**”) in order to make such determination.

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

**Section 1.** That the Corporate Authorities of the City hereby expressly find and determine that: (1) confidentiality still exists in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column under the heading “Confidential”, and (2) confidential treatment is no longer required in connection with those Confidential Closed Meeting Minutes designated by an “X” in the column “Released” in that it is no longer necessary to protect the public interest or the privacy of an individual by keeping them confidential.

**Section 2.** That the City Clerk shall make those Confidential Closed Meeting Minutes so designated by an “X” in the column “Released”, if any, available for public inspection.

This Resolution is hereby passed, the “ayes” and “nays” being called, by the concurrence of a majority of the members of the Corporate Authorities then holding office at a meeting on the date set forth below.

**PASSED** this 1st day of May 2023.

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

**APPROVED** this 1st day of May 2023.

\_\_\_\_\_  
Mayor

**City of Farmer City**  
**CLOSED MEETINGS**  
**As of March 6, 2023**

Date	Subject	Confidential	Released
January 21, 2013	Personnel, water and sewer		
February 4, 2013	Personnel, contract years	X	
March 4, 2013	Property,	X	
April 15, 2013	Personnel, mayor	X	
August 2, 2013	Property,	X	
Sept 3, 2013	Personnel, water superintendent	X	
Oct 7, 2013	Personnel, water superintendent	X	
Nov 14, 2013	Personnel, water superintendent	X	
Dec 16, 2013	Personnel, water superintendent	X	
February 2, 2014	Personnel, water superintendent		
February 3, 2014	Review closed session	X	
April 7, 2014	Personnel, specific employee matter	X	
April 21, 2014	Personnel, specific employee matter	X	
May 19, 2014	Personnel, manager evaluation	X	
August 4, 2014	Personnel/sale or lease of land	X	
October 6, 2014	Personnel, specific employee matter	X	
January 5, 2015	Personnel, specific employee matter		
March 2, 2015	Personnel, specific employee matter	X	
April 20, 2015	Sale or lease of property	X	
June 1, 2015	Personnel, specific employee matter	X	
June 15, 2015	Pending litigation	X	
July 6, 2015	Sale or lease of property	X	
July 20, 2015	Sale or lease of property	X	
August 3, 2015	Sale or lease of property/pending litigation	X	
Dec 7, 2015	Personnel, specific employee matter	X	
January 25, 2016	Personnel, specific employee matter		
February 25, 2016	Personnel, specific employee matter	X	
April 6, 2016	Property,	X	
April 18, 2016	Property,	X	
June 6, 2016	Pending litigation	X	
July 18, 2016	Personnel, specific employee matter	X	
October 31, 2016	Property,	X	

Nov 21, 2016	Personnel, specific employee matter		
Dec 5, 2016	Personnel, specific employee matter	X	
		X	
January 9, 2017	Pending litigation		
January 23, 2017	Pending litigation	X	
February 6, 2017	Personnel, specific employee matter.	X	
April 3, 2017	Personnel, specific employee matter	X	
April 17, 2017	Pending litigation	X	
May 15, 2017	Personnel, specific employee matter	X	
May 19, 2017	Personnel, specific employee matter	X	
June 19, 2017	Personnel, specific employee matters	X	
June 22, 2017	Personnel, specific employee matter	X	
June 26, 2017	Personnel, specific employee matter	X	
August 21, 2017	Personnel, specific employee matter	X	
August 25, 2017	Personnel, specific employee matter	X	
October 2, 2017	Personnel, specific employee matter	X	
		X	
January 2, 2018	Setting price for sale or lease of property		
February 5, 2018	Property	X	
February 19, 2018	Setting price for sale or lease of property	X	
March 5, 2018	Property	X	
April 2, 2018	Setting price for sale or lease of property	X	
April 16, 2018	Pending litigation	X	
Oct 15, 2018	Personnel, manager evaluation	X	
Nov 5, 2018	Personnel, manager evaluation	X	
Dec 3, 018	Setting price for sale or lease of property	X	
		X	
January 7, 2019	Personnel, appointment		
May 6, 2019	Personnel, contract renewal	X	
May 20, 2019	Personnel, contract renewal	X	
June 30, 2019	Personnel, contract renewal	X	
July 15, 2019	Property,	X	
July 15, 2019	Setting price for sale or lease of property	X	
Sept 3, 2019	Setting price for sale or lease of property	X	
Nov 4, 2019	Property	X	
Dec 9, 2019	Property	X	
Dec 9, 2019	Review closed sessions	X	
		X	
February 3, 2020	Review closed sessions		
March 2, 2020	Property	X	
March 2, 2020	Review closed sessions	X	
March 2, 2020	Pending litigation	X	
March 2, 2020	FOP bargaining	X	
May 4, 2020	Setting price for sale or lease of property	X	
May 4, 2020	Property	X	
July 6, 2020	Personnel, specific employee matters	X	
Dec 7, 2020	Collective bargaining	X	
Dec 7, 2020	Audit review	X	
		X	





## CITY OF FARMER CITY, ILLINOIS

105 South Main Street  
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

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### MEMO

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Date: May 1, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM  
City Manager

RE: YMCA partnership

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The Clinton YMCA and I are interested in entering into a partnership agreement whereby the Y operates and manages our city pool.

We have had zero success at recruiting a pool manager and assistant pool manager for the 2023 season. I have advertised on Indeed, all of the universities and colleges in the region as well as on Facebook and inquired around personally. When I started speaking with the Clinton Y to do the certification for lifeguards, I inquired as to whether they would know anyone who might be interested in the position. This led to the Y expressing interest in managing the facility.

We have had multiple conversations resulting in the draft agreement before you. Rennie Cluver, Executive Director has already reviewed this with the YMCA Board and they have approved the draft.

I believe this is a great path forward for a number of reasons:

- It provides experienced management with excellent discipline
- YMCA plans to add programs, such as swim lessons, Aquaexercise and other events
- This partnership will lead to more outside visitors to Farmer City on a regular basis as well as increase entrance fee revenue and concession sales at the pool
- YMCA will provide backup support in terms of staffing
- This partnership will help bridge a long vacant gap for cooperation between Clinton and Farmer City

YMCA will handle all aspects of daily management of the pool. The City will pay the lifeguards, concession staff and for the managers only during the time they are in Farmer City. In addition, they are requesting a \$250/week administrative fee to cover their costs, such as additional duties



for HR, oversight, and marketing the pool. I believe this fee is appropriate. They will not charge us if we are closed due to weather or other reasons.

At this time, we plan to operate 11-7 pm, but we're open to extending those hours for programs or open swim. We have also discussed remaining open with limited hours after school starts depending on demand. The YMCA has been very good to work with so far and are excited at the prospect of this partnership. City staff is excited at the prospect of expanding our usage of the pool, offering more services and bridging a gap between Clinton and Farmer City. Therefore, I recommend approval of this partnership agreement.



The Clinton Community YMCA is interested in managing the Farmer City Pool for the swimming season of 2023. Prior to acceptance of this proposal, it is agreed that Farmer City representation and Clinton Community YMCA representation would do a walk through the pool facility to gain a better understanding of expected operational practices.

Bonnie Taylo, the YMCA Aquatics Director, under supervision of Rennie Cluver, the Executive Director of the Clinton Community YMCA, will manage the pool. They will be responsible for the daily pool care.

For 2023, we propose management of all the personnel issues and routine housekeeping duties. In addition, we would provide, if desired, aquatic programs consistent with the YMCA's standards and mission. I have listed below the responsibilities that the YMCA would accept for the 2023 summer pool season:

1. To provide YMCA or Red Cross certified lifeguards during all open pool hours. Each guard will have current CPR / AED and First Aid certification.
2. Operation of pool during defined hours as follows (adjustable by mutual consent):

**Dates:** Saturday, May 27th, 2023 through August 15, 2023.  
Management reserves the right to extend the closing day or limit the hours through Labor Day weekend or September 2, 2023.

**Hours:** Monday through Sunday: 11:00 a.m. to 7:00 p.m.  
(Note: Management reserves the right to close the pool in unsafe weather or when the outside air temperature falls below 68 F.)

3. Guard responsibilities:
  - Swimmer safety
  - Outstanding customer service and public relations
  - Routine water testing and maintenance of all chemical levels in regard to Illinois Dept. of Public Health Regulations for Public Swimming Pools
  - Pool cleaning
  - Deck and facility housekeeping
  - Locker rooms and showers housekeeping

Additional duties as mutually agreed between Farmer City officials and the Clinton Community YMCA

4. Facility housekeeping defined as:
  - Daily deck cleaning, deck furniture cleaning and trash removal.
  - Daily locker room housekeeping will include sanitizing sinks/toilets/shower and bathroom floors, wipe down shower walls and shelves in the changing area, clean mirrors, check paper supply and trash removal.
5. The Clinton Community YMCA Aquatic Director will act as liaison between the pool staff and Farmer City officials. It is understood that issues may arise that are not explicitly addressed in this contract. It is the intent of both parties that any such discussion or problem solving that cannot be resolved in the day-to-day operation will be referred to the YMCA Executive Director and the Farmer City Council when necessary.
6. The YMCA, may make programs available at the Farmer City Pool during non-open swim times.
  - A. YMCA Youth Swim lessons (6 yr.- and up)
  - B. YMCA Pre – school lessons (3 yr. – 5 yr.)
  - C. Deep Water Fitness (Adults)

The YMCA will charge interested people the current YMCA fees for these programs. YMCA member or non-member fees may apply if deemed appropriate and approved by the City. Fees will be collected at the YMCA. The YMCA will be responsible to staff these programs. The City is not responsible for the payment of salaries incurred by the implementation programs listed under point 6. The YMCA shall have authority to distribute information and post notices concerning YMCA programs and activities at the Farmer City Pool.

7. The Clinton Community YMCA management team will set the work schedule for the concession stand, front desk admissions and lifeguards. The City will collect the fees brought in from concession sales as well as be responsible for the concession expenses. The City will be responsible for ordering and purchasing the concession inventory. The City will also be responsible for the collection of any and all admission fees whether they be daily fees or season passes.
8. YMCA Day Camp staff and participants shall not be charged a fee during normal open pool times on Camp field trip days.
9. The YMCA Executive Director and Aquatics Director will be responsible for

providing documentation of all income generated from the Farmer City Pool.

10. The YMCA will supply the City with a \$1,000,000 liability insurance certificate before opening day.

Farmer City will be responsible for the following during the 2023 summer pool season:

1. All materials and supplies for the required care and maintenance of the pool facility, i.e. pool chemicals, cleaning equipment, locker room paper products, etc. The YMCA Aquatic Program Director will notify the City when supplies need to be ordered.
2. All needed repairs and maintenance to the swimming pool, pool equipment, pool filtration system, and bath house. The YMCA Aquatic Director will promptly notify the designated city representative of any needed repairs and will inform the representative of any safety/code issues which may require temporary pool closure until repair work is completed.
3. Required first aid and pool safety items.
4. Farmer City agrees to hold and save the YMCA harmless from any loss, liability, demand or claim of any kind or nature for injury to persons or property relating to any and all building fixtures, mechanical equipment, pool facilities and other apparatus or equipment furnished by the City.
5. YMCA agrees to hold and save the City of Farmer City harmless from any loss, liability, demand or claim of any kind or nature for injury to persons or property relating to any and all negligence or willful and wanton failure on the party of YMCA management, staff or employees.
6. Periodic reports to the YMCA Aquatic Director on the satisfaction of service.
7. The Farmer City pool representative has the right to recommend dismissal or reprimand of any YMCA aquatic employee whose performance is below standard. The YMCA will handle actual discipline and/or dismissal of lifeguards.

8. The YMCA will be responsible for providing the City with a receipt upon receiving income generated from Pool admission. Pool Admission fees shall be charged as follows:

Day Pass: \$5 per person

Season Single Pass: \$65 Resident/\$75 Non-resident

Season Family Pass: \$140 Resident for 4/\$15 each additional  
\$175 Non-resident for 4/\$20 each addtl

Party Rental Fee: \$60/hour for 2 hours

The Clinton Community YMCA agrees to manage and operate the Farmer City Pool for the swim season calendar year 2023 at a cost that includes actual management personnel expenses (payroll costs and administrative costs).

(A) Farmer City shall pay, as reimbursement to the YMCA, all payroll costs incurred by the YMCA relative to the management of the City Pool under this agreement as follows:

1. The YMCA shall keep records of all payroll costs and provide an itemization of such costs to the City on a monthly basis for the term of this contract. Reimbursement of payroll expenses will occur on a bi-weekly basis.
2. "Payroll Costs" shall be defined as all employee expenses actually incurred by the YMCA for providing that employee for services, at Farmer City Pool only, including but not limited to: hourly wages, Social Security (FICA), Medicare Tax, unemployment compensation tax at the lowest rate applied by the State of Illinois and workers compensation insurance.

(B) In addition to the above reimbursement, Farmer City shall pay the YMCA administrative costs, without itemization from the YMCA. This administrative cost will be billed on a bi-weekly basis at the rate of \$500 (\$250 per week when the pool is operating). The administrative fee is a flat rate charged by the YMCA for management services. A pro-rated, per day administrative fee, may be determined during limited operational hours, in emergencies, weather closures or when school is in session.

Both parties reserve the right to terminate this Agreement upon failure of either party to perform the work as specified. If in the sole judgment of a party, the other party has not corrected their performance to be in compliance with this Agreement, a party shall notify the non-complaint party in writing that this Agreement will be terminated in seven (7) days unless the non-compliant party corrects the non-performance to the satisfaction of the other party. The remedies are cumulative and not exclusive. No waiver by one party of a default under this Agreement shall be construed as a waiver of any subsequent default or failure to perform.

Either party may terminate this Agreement if the other party (i) has been adjudicated a bankrupt, or (ii) has filed a voluntary petition in bankruptcy, or (iii) has made an assignment for the benefit of creditors, or (iv) a receiver has been appointed for such party. Termination shall be given by written notice from the terminating party to the other party, specifying the reason therefore and the effective date thereof, which shall be not less than five days after the date of the written notice.

The YMCA and Farmer City Pool will name each other as additional insured on their liability insurance certificates before opening day.

The YMCA appreciates Farmer City's consideration of this proposal. We are confident that we will provide the Farmer City Pool with excellent management services and quality on-site staff. Should there be any questions or if you need more information, please contact the YMCA at 217-935-8307.

Sincerely,

Rennie Cluver  
Executive Director

Bonnie Taylo  
Aquatic Director

The terms of this agreement are acceptable as written.

For:

Farmer City

Clinton Community YMCA

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Signature and title

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Executive Director

Date \_\_\_\_\_

Date \_\_\_\_\_

**RESOLUTION 2023 - 83**

**RESOLUTION ENTERING INTO AN AGREEMENT BETWEEN THE CLINTON YMCA AND THE CITY OF FARMER CITY**

**WHEREAS** , the City desires the Clinton YMCA to provide pool management services to the City; and

**WHEREAS**, the City of Farmer City recognizes the discipline and experience the Aquatics staff at the Clinton YMCA can provide at the pool for the public;

**WHEREAS**, the City of Farmer City wishes to cooperate and share in the cost to provide programs, lessons and public swimming at the public pool with the Clinton YMCA;

**NOW THEREFORE BE IT RESOLVED**, the City Council of the City of Farmer City and the Clinton YMCA enter into this agreement with the City for such services as stated:

1. The City of Farmer City will provide management staff for the public pool season to start Memorial Day weekend through mid-August or Labor Day weekend 2023;
2. The Clinton YMCA will provide programs, such as swimming lessons and other classes as well as oversee the management of the pool including lifeguards and concessions staff;
3. The agreement shall be for one year at which time, the agreement will be reevaluated for possible renewal.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 1st DAY OF MAY 2023**

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

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

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