

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
TUESDAY, SEPTEMBER 5, 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 - Rail Safety Proclamation
5. Public Comment –

CONSENT AGENDA

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

- A. Approval of the minutes of the August 7, 2023 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Resolution 2023-89 Heritage Days donation of \$_____ from the Hotel/Motel account.
- B. Approval to purchase 109 S Main St for \$35,000.
- C. Approve the bid to Illiana Construction for the sealcoating of South Park Drive in the amount of \$59,333.25.
- D. Approve change order #1 for Illiana Construction to reduce the plans in the amount of \$15,087.
- E. Approve change order #2 to Building Systems of Illinois to increase the street garage construction bid by \$15,390.00.
- F. Approve pay request #1 to Building Systems of Illinois for \$13,660.20
- G. Approve PESA testing in the ROW at Rt 150 and Plum St intersection.
- H. Approval to go out to bid for digital sign.
- I. Approve to reject all 2023 Resurfacing Program bids.
- J. Approve to reject bid for the 2023 MFT Resurfacing/maintenance program.
- K. Resolution 2023-90 Support for the Safe Routes to School program grant application.

EXECUTIVE SESSION

OTHER ITEMS

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

ADJOURNMENT

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

**Proclamation
National Rail Safety Week**

WHEREAS *Rail Safety Week* is to be held across the U.S. from September 18 to 24, 2023;

WHEREAS, 2,194 rail grade crossing collisions resulted in 803 personal injuries and were responsible for 274 fatalities in the United States during 2022; and

WHEREAS, 1,208 pedestrian trespassing casualties have occurred in the United States resulting in 658 pedestrians being killed and another 550 injured while trespassing on railroad property rights of way during 2022; and

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

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

THEREFORE, I, Scott Testory, Mayor, do hereby attest my full support proclaiming September 18th to 24th, 2023, National Rail Safety Week and I encourage all citizens to recognize the importance of rail safety education.

Scott Testory

Mayor

City of Farmer City



MINUTES OF THE FARMER CITY, ILLINOIS
CITY COUNCIL REGULAR MEETING
AUGUST 7, 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:

CONSENT AGENDA

- A. Approval of the minutes of the July 10, 2023 council meeting.
- B. Fund Warrant List
MOTION by McKinley, seconded by Friedrich, to approve consent agenda. Voted unanimously. Motion carried.

NEW BUSINESS

- A. Approval of the extraterritorial review for Blue Iris solar farm.
Blue Iris is owned by Holly Farms which is registered out of Downers Grove. This will be used as a substation for Ameren and is within the 1½ mile boundary of Farmer City limits. It will have zero effect on Farmer City. County ordinance states there must be approval by the local authority.
MOTION by McKinley, seconded by Friedrich, to approve the extraterritorial review of Blue Iris solar farm. Voting yes: Testory, Walsh, McKinley and Strough. Voting no: Friedrich. Motion carried.
- B. Discussion regarding use of South Park by Farmer City Haunted Forest.
The Haunted Forest committee is requesting use of South Park on Oct 13/14 and Oct 20/21 with a rain date of Oct 27/28. Council is in agreement that it can be used.

EXECUTIVE SESSION

MOTION by McKinley, seconded by Strough, to enter into executive session for 5 ILCS 120/2(c)(6) The setting of a price for sale or lease of property owned by the public body. Voted unanimously. Motion carried.

OTHER ITEMS

City Manager report

City manager McLaughlin states that the entire city is under a boil order. Samples have been delivered today and we should have an answer on Tuesday. Former representative Dan Brady has asked to use our town square on August 15th at 11:30am as he has been informed of all the improvements taking place.

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	Description	Created by
100			
EVANS FROELICH BETH AND	70.00	DEVELOPMENT	DSB
PRESTO-X	58.42	ADM	DSB
MIDWEST MAILING AND SHIPPI	561.00	RENTAL AND FOLDER INSERTER	DSB
COOPER, BILLIE	300.00	AUGUST CLEANING FEES	DSB
FRONTIER	99.55	ADM PHONE	DSB
FRONTIER	227.80	ADM PHONE	DSB
Mc LAUGHLIN, SUE	405.85	ICMA FLIGHT TO AUSTIN	DSB
City of Farmer City	392.22	ADM	DSB
CORNGELIO AG	.84	ADM	DSB
EVANS FROELICH BETH AND	350.00	CITY COUNCIL MEETING	DSB
Walker Tire Service	20.00	TIRE REPAIRS	DSB
Verizon	276.74	VERIZON AIRCARDS CELL PHONE	DSB
FRONTIER	412.49	POLICE PHONE	DSB
City of Farmer City	213.01	POLICE	DSB
Ray O Herron	1,423.28	OFC JACKSON VEST	DSB
Evergreen FS Inc	1,671.89	POLICE FUEL	DSB
EVANS FROELICH BETH AND	70.00	MYERS, S.	DSB
MAURER-STUTZ	3,902.50	PROFESSIONAL SERVICES	DSB
FRONTIER	47.95	STREET	DSB
City of Farmer City	28.17	STREET	DSB
Schmidt's Welding	100.00	DUMP TRUCK TAILGATE REPAIR	DSB
Walker Tire Service	511.00	BACKHOE TIRES	DSB
NAPA	80.74	TRACTOR FLUID	DSB
CORNGELIO AG	93.78	SUPPLIES	DSB
LEROY TRUE VALUE	30.99	28" LOOPER	DSB
Evergreen FS Inc	219.26	STREET FUEL	DSB
Menards	181.96	SAFETY FENCE	DSB
City of Farmer City	613.02	PARK	DSB
Menards	66.73	PARKS LANDSCAPING	DSB
Evergreen FS Inc	54.82	PARKS	DSB
PRESTO-X	55.94	POOL PEST CONTROL	DSB
FRONTIER	199.87	POOL PHONE	DSB
City of Farmer City	1,278.50	POOL	DSB
Kiefer Aquatics	498.00	INVOICE 1299358	DSB
Kiefer Aquatics	416.50	INVOICE 1315108	DSB
CORNGELIO AG	94.22	POOL	DSB
McKINLEY WATER	64.00	POOL INV. 41038, 40852, 40947	DSB
CLINTON YMCA	500.00	POOL MANAGEMENT JULY 17-31	DSB
Total 100:	15,591.04		
110			
MCK CPA & ADVISORS	4,500.00	AUDIT PROGRESS BILL 7-31-2023	DSB
Total 110:	4,500.00		
120			
City of Farmer City	29.21	SIREN	DSB
Total 120:	29.21		
150			
MAURER-STUTZ	2,795.00	PROFESSIONAL SERVICES	DSB
MAURER-STUTZ	495.00	PROFESSIONAL SERVICES	DSB
Total 150:	3,290.00		

Vendor Name	Net Invoice Amount	Description	Created by
240			
EVANS FROELICH BETH AND	140.00	TIF-3 TABELING	DSB
MORAN ECONOMIC DEVELOP	665.00	FORWARD TIF ADMIN	DSB
Total 240:	805.00		
270			
MAURER-STUTZ	855.00	PROFESSIONAL SERVICES	DSB
TRIMBLE PLUMBING SEPTIC-P	150.00	RENTAL OF HANDICAP PORTA POTTIE	DSB
TRIMBLE PLUMBING SEPTIC-P	100.00	RENTAL OF SINK	DSB
WINDLE CONCRETE	5,500.00	West Playground	DSB
GAMETIME	704.00	PLAYGROUND EQUIPMENT	DSB
Total 270:	7,309.00		
280			
SAQ CONSULTING	2,000.00	MONTHLY CONSULTING AUGUST 2023	DSB
WINDLE CONCRETE	9,467.50	Umbrella	DSB
The Holiday Light Store	1,102.28	Business District-Miscellaneous	DSB
Total 280:	12,569.78		
510			
FRONTIER	162.77	WATER PHONE	DSB
City of Farmer City	1,077.72	WATER	DSB
Progressive Chemical	210.66	WATER SUPPLIES OPERATIONS	DSB
USA BLUEBOOK	116.46	PUC HOSE	DSB
COE EQUIPMENT	40.29	TOGGLE SWITCH	DSB
COE EQUIPMENT	227.44	VALVE, SHIPPING INV 82351	DSB
CORNGELIO AG	84.28	WATER - SUPPLIES	DSB
Evergreen FS Inc	109.63	WATER FUEL	DSB
WIRELESS DATANET	1,500.00	LEAD LINE BORING	DSB
Total 510:	3,529.25		
520			
Walker Tire Service	200.00	SEWER BATTERY CORE CHARGE	DSB
ILLINOIS EPA	3,500.00	ANNUAL NPDES FEES	DSB
City of Farmer City	5,655.53	SEWER	DSB
USA BLUEBOOK	220.95	CHART PENS	DSB
CORNGELIO AG	8.98	Sewer	DSB
Evergreen FS Inc	301.49	SEWER FUEL	DSB
Total 520:	9,886.95		
530			
Walker Tire Service	228.50	ELECTRIC SKID STEER TIRE	DSB
NAPA	13.26	HYD FILT	DSB
NAPA	54.30	RESISTOR	DSB
BHMG ENGINEERS	601.93	EPA ANNUAL REPORTING	DSB
QUADIENT FINANCE USA INC.	450.36	MONTHLY POSTAGE	DSB
FRONTIER	171.52	ELEC PHONE	DSB
City of Farmer City	1,831.36	ELECTRIC	DSB
CORNGELIO AG	96.80	Saw Chain	DSB
ANIXTER INC	99.00	WR159 CONNECTORS	DSB
Evergreen FS Inc	383.71	ELEC FUEL	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 530:	3,930.74		
Grand Totals:	61,440.97		

Vendor Name	Net Invoice Amount	Description	Created by
100			
WATTS COPY SYSTEMS INC	200.99	AUGUST COPY USAGE	DSB
HINCKLEY SPRINGS	21.50	MONTHLY COOLER RENTAL	DSB
Mc LAUGHLIN, SUE	87.77	IMEA AUGUST BOARD MEETING MILEAGE	DSB
MEDIACOM	162.63	MONTHLY SERVICE	DSB
SIMPLY SENNETT	25.00	UPDATED DIRECTORY	DSB
T-MOBILE	30.80	ADMIN PHONE AUGUST 23	DSB
T-MOBILE	13.82	AUGUST 23 TMOBILE	DSB
DEWITT COUNTY TREASURER	41,223.27	911 DISPATCH CALLS 8/21/2023	DSB
City of Farmer City	492.80	AUGUST 2023 UTILITY BILLINGS	DSB
City of Farmer City	261.14	AUGUST 23 UTILITY BILLING	DSB
PF Pettibone & Co.	266.65	WRITTEN WARNING TICKETS	DSB
HEARTLAND AG INC	76.25	GLYSTAR CHEMICAL	DSB
MID-WEST TRUCKERS ASSOCI	77.00	FOLLOW UP TESTING	DSB
CAMO'S LAWN AND LANDSCAP	600.00	CLEARING ROADS FROM STORM DAMAGE	DSB
CAMO'S LAWN AND LANDSCAP	800.00	CITY CEMETERY JULY 2023	DSB
T-MOBILE	13.82	AUGUST 23 TMOBILE	DSB
FRONTIER	48.16	MONTHLY TELEPHONE	DSB
City of Farmer City	28.72	AUGUST 23 UTILITY BILLING	DSB
Progressive Chemical	73.60	SLOW CHILDREN PLAYING SIGNS	DSB
Central Illinois Ag	975.00	48" PALLET FORKS	DSB
CAMO'S LAWN AND LANDSCAP	140.00	WEEDMAN PARK JULY 2023	DSB
CAMO'S LAWN AND LANDSCAP	360.00	SOUTH PARK JULY 2023	DSB
CAMO'S LAWN AND LANDSCAP	100.00	SOCCER FIELD JULY 2023	DSB
CAMO'S LAWN AND LANDSCAP	200.00	STENSEL POND JULY 2023	DSB
T-MOBILE	13.82	AUGUST 23 TMOBILE	DSB
City of Farmer City	531.89	AUGUST 2023 UTILITY BILLING	DSB
City of Farmer City	1,411.31	AUGUST 23 UTILITY BILLING	DSB
ENGER BRO'S HEAT AC PLUMB	127.28	REPLACED FLASH VALVET COVER	DSB
Spear Corporation	38.52	SUPPLIES	DSB
HEARTLAND COCA-COLA BOTT	277.34	BEVERAGES	DSB
SYSCO CENTRAL ILLINOIS INC.	581.76	FOOD	DSB
CLINTON YMCA	2,293.00	MANAGER SALARY 8-7 TO 8-20	DSB
CLINTON YMCA	2,810.50	MANAGER'S SALARY 7/24 TO 8/6	DSB
CLINTON YMCA	42.25-	SWIM LESSONS REIMB-3.25 HRS	DSB
Total 100:	54,322.09		
120			
City of Farmer City	34.54	AUGUST 23 UTILITY BILLING	DSB
Total 120:	34.54		
140			
IML-RMA	109.00	PUBLIC OFFICIAL BOND	DSB
Total 140:	109.00		
150			
HEIDELBERG MATERIALS	336.36	CA06	DSB
HEIDELBERG MATERIALS	352.16	CA6 AND OTHER	DSB
MITCHELL'S TRUCKING	594.28	CA6 TRUCKING	DSB
CAMO'S LAWN AND LANDSCAP	2,800.00	TREE REMOVAL JOHN STREET	DSB
Total 150:	4,082.80		
270			
MAURER-STUTZ	907.50	PROFESSIONAL ENGINEERING IV	DSB

Vendor Name	Net Invoice Amount	Description	Created by
CAMO'S LAWN AND LANDSCAP	260.00	DETENTION BASIS JULY 2023	DSB
Total 270:	1,167.50		
490			
GFL ENVIRONMENTAL	12,311.75	AUGUST 2023 TRASH SERVICES	DSB
Total 490:	12,311.75		
510			
T-MOBILE	13.83	AUGUST 23 TMOBILE	DSB
MEDIACOM	29.12	MONTHLY SERVICE	DSB
City of Farmer City	1,213.81	AUGUST 23 UTILITY BILLING	DSB
USA BLUEBOOK	119.90	STENNER #56	DSB
MIDWEST METER INC.	36.00	METER BASE 1"	DSB
IMCO UTILITY SUPPLY CO	770.00	4" TAP REPAIR CLAMPS	DSB
JERRY MCKINLEY	660.38	REPAIR	DSB
ATLANTIC SERVICES	525.00	TOPSOIL & DELIVERY	DSB
Total 510:	3,368.04		
520			
T-MOBILE	13.83	AUGUST23 TMOBILE	DSB
City of Farmer City	6,701.85	AUGUST 23 UTILITY BILLING	DSB
USA BLUEBOOK	221.43	REWARD HERBICIDE	DSB
USA BLUEBOOK	93.22	GLASS FIBER FILTER	DSB
USA BLUEBOOK	92.22	CITRANOX CLEANIER & FREIGHT	DSB
USA BLUEBOOK	1,519.51	GAS ALERT MICRO CLIP, HACH DR300 & COLORIMETER	DSB
Total 520:	8,642.06		
530			
Illini Fire Equipment	75.00	ABC E & J	DSB
Illini Fire Equipment	43.50	FIRE EXTINGUISHER REPLACEMENTS & TESTS	DSB
Schmidt's Welding	96.72	ACETYLENE REFILL	DSB
JM TEST SYSTEMS	350.00	GLOVE TESTING	DSB
T-MOBILE	13.83	AUGUST 23 TMOBILE CHARGE	DSB
ASSOCIATION OF ILLINOIS ELE	700.00	ADVANCE DISTIBUTION-AT	DSB
City of Farmer City	2,293.56	AUGUST 23 UTILITY BILLING	DSB
Total 530:	3,572.61		
Grand Totals:	87,610.39		

RESOLUTION 2023-89

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

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

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

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 5TH DAY OF SEPTEMBER 2023.

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: September 5, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Purchase of 109 S Main St

As you'll recall, we discussed and expressed interest in purchasing this property for future city use. This property is in a trust and the trust is finally ready to sell. This is the Dr's office next to City Hall.

We agreed upon a price of \$35,000. The owner has cleared the property of all medical records and only appurtenances remain. I will do a final walk through before closing to confirm.

City Attorney Joe Chamley has reviewed, made changes and approves this contract as stated.

CONTRACT FOR SALE OF REAL ESTATE

Seller: Susan Roberts, Trustee

Buyer: City of Farmer City
c/o Sue McLaughlin,
City Manager

Attorney: Brian P. Garwood

Telph: (309) 928-3412
E-Mail smclaughlin@cityoffarmercity.org

Address: 308 E. Washington
Bloomington, IL 61701

Telph: (309) 828-4310
Email: bgarwood@cwlawoffice.com

Attorney: Joseph P. Chamley
Address: 44 Main Street, Suite 310
Champaign, IL 61820
Telph: (217) 359-6494
Email: jchamley@efbclaw.com

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between Susan Roberts, Trustee of the GEORGE E. CASTROVILLO FAMILY TRUST, hereinafter referred to as Seller, and CITY OF FARMER CITY, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE AND PAYMENT:** Seller sells the following described real estate, to-wit:

Lots 2 and 5 in Block 10 and the public area lying between Lots 4 and 5 in Block 10 in the Original Town of Mount Pleasant, now City of Farmer City, situated in the County of DeWitt and State of Illinois, as shown by Plat thereof recorded in the Recorder's Office of DeWitt County, Illinois on August 5, 1841 in Volume "P" of Deeds on Page 326. PIN: 05-28-338-022

(the legal description may be changed upon provision of a legal description by the title insurance company),

with improvements located thereon, commonly known as 109 S. Main, Farmer City, Illinois, to Buyer, who agrees to pay \$35,000.00 therefor in the manner following: \$0.00 (down payment inclusive of earnest money) upon the execution of this Contract:

~~_____ A. To be deposited into escrow until closing;~~

~~_____ B. To be delivered to Seller, receipt of which is hereby acknowledged;~~

and the remainder as required by the closing agent on or before September 29, 2023, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Within a reasonable time, Seller shall deliver to Buyer as evidence of Seller's title a Commitment for Title Insurance issued by a title insurance company doing business in the county where the premises are located, committing the company to issue a policy in the usual form insuring title to the real estate in Buyer's names for the amount of the purchase price. Seller shall be responsible for payment of the owner's premium and Seller search charges. The balance of the cost of providing title insurance for Buyer and for Buyer's lender, if any, shall be borne by Buyer. If closing at a title company, the parties shall split the closing fee charged by the title company.

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

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

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Warranty Deed (or Trustee's Deed or Executor's Deed, where applicable), and shall deliver possession to Buyer upon payment being made as herein provided, on or before September 29, 2023. Seller shall pay all owners' association(s) dues and/or assessments, and water, sewer, and public utility service charges incurred for improvements on said real estate up to the time when possession passes to Buyer.

4. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Real estate taxes apportioned through the date of closing shall be at Seller's expense. The proration thereof shall be calculated upon the basis of the most current tax information, including confirmed multipliers. The transaction is exempt from Transfer tax. All special assessments which are a lien upon the real estate as of the date of this Contract shall be Seller's expense. All such taxes and special assessments shall constitute a credit to Buyer against the purchase price, and shall release Seller from any further liability to Buyer in connection therewith.

6. **ENCUMBRANCES:**

A. Mortgage, if any, shall be satisfied out of the purchase price and released when deed is delivered. Seller's obligation to obtain the mortgage release shall continue until the release is obtained and recorded.

B. Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable, provided same are not violated by the existing improvements or the use thereof.

7. **PERSONAL PROPERTY:** The purchase price expressed above includes the following items, which are in place at the time of the offer and pass for no additional consideration: any personal property or furnishings remaining in the building to go with building at no additional cost to the Buyer

8. **FINANCING:** This Contract is subject to Buyer obtaining (check applicable): N/A
~~_____ Conventional/ _____ VA/ _____ FHA/ _____ (Other) and _____ ARM/ _____ FIXED,~~
financing in an amount equal to _____% of the purchase price amortized over _____ years (check one of the following):

~~_____ at an initial interest rate not to exceed _____% and points charged not in excess of _____. (or)~~

~~_____ at the prevailing loan interest rate and terms.~~

~~Seller agrees to pay up to \$ _____ in discount points, if charged by lender. Buyer agrees to make a good faith effort to apply for said financing on or before _____. In the event Buyer is unable to obtain this financing and Buyer so notifies Seller in writing on or before _____, this Contract shall become null and void, and any down payment paid or escrowed shall be refunded to Buyer. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such commitment or will purchase said property without reliance upon any mortgage financing contingency.~~

9. **APPRAISAL:** ~~This Contract is subject to Buyer obtaining, at Buyer's expense, an appraisal of the premises reflecting a value of not less than the Contract purchase price set forth in Paragraph 1 above. Buyer agrees to make a good faith effort to obtain such an appraisal. If the subject property does not appraise for at least the Contract purchase price and Buyer notifies Seller in writing and provides Seller with a copy of the appraisal on or before _____, 20____, this Contract shall become null and void and any down payment paid or escrowed shall be refunded to Buyer, or Buyer and Seller may renegotiate the Contract. If the Contract is not renegotiated by the end of the second business day after such notification, it shall be presumed that the Contract is null and void and any down payment paid or escrowed shall be refunded to Buyer. If Seller is not so notified, it shall be conclusively presumed that Buyer has secured such appraisal or will purchase said property without reliance upon any appraisal contingency.~~

10. **WOOD DESTROYING INSECT PROVISION:** ~~At Buyers' expense, Buyer shall have the right to obtain a current written statement, on that form as currently approved for use by the Department of Veteran's Affairs and Department of Housing and Urban Development, from a licensed exterminator that based upon careful visual inspection of readily accessible areas there is no evidence of wood destroying insect infestation in the subject property or evidence of any previous infestation. Buyer shall submit a copy of the inspection report to Seller not less than fourteen (14) days prior to closing. In the event the inspection reveals a current active infestation, then Seller shall bear the cost of extermination. Any other treatment shall be at Buyer's expense. In the event the inspection reveals active infestation or previous infestation, then Buyer shall have the right to have the premises inspected by a qualified person of Buyer's choice, and at Buyer's expense, for the purpose of determining whether or not there is any defect in any structural member due to prior or existing wood destroying insect infestation. In the event it is determined that a structural defect exists due to prior or existing wood destroying insect infestation, Buyer shall cause a copy of the written report of the inspection for structural defect to be delivered to Seller not less than seven (7) days prior to closing. Seller shall then have the option of correcting such structural defect, or rescinding the Contract and returning the down payment to Buyer. Should Seller elect to rescind, Seller must give notice of such election to Buyer not less than five (5) days prior to closing. Should Seller elect to rescind, Buyer shall still have the right to consummate the purchase transaction, taking the property in "as is" condition with respect to the reported structural defect due to prior or existing wood destroying insect infestation. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days~~

~~of receiving Seller's notice of rescission. Structural components shall not be considered defective if they are structurally sound.~~

11. RADON TESTING & MITIGATION:

~~A. At Buyer's expense, Buyer shall have the right to obtain a radon test/inspection of the premises by an independent inspection service provider licensed by the State of Illinois. If the radon level is measured at four (4) picocuries per liter of air or higher, Buyer may request that the radon is mitigated by a licensed professional. To request remediation, Buyer must submit to Seller, in writing, a specific request for remediation and a copy of the inspection report on or before _____ Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection.~~

~~B. If the radon level is measured at four (4) picocuries per liter of air or higher, Seller shall elect one of the following options, and shall give written notice to Buyer or to Buyer's attorney within seven (7) days of receiving Buyer's Remediation request and report:~~

- ~~1) Mitigate utilizing a licensed Illinois Radon Mitigator at Seller's own cost and expense;~~
- ~~2) Give Buyer a credit for the cost of radon remediation at settlement; or~~
- ~~3) Rescind the Contract and refund Buyer's earnest money.~~

~~If Seller does not give timely written notice of Seller's election, this Contract shall be deemed to be rescinded effective at the beginning of the eighth day after Seller shall have received Buyer's remediation request and report and Buyer's earnest money/down payment shall promptly be refunded, unless Buyer elects to purchase the property in accordance with subparagraph C.~~

~~C. Should Seller elect or be deemed to have rescinded the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition as it relates to radon levels. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission, or absent timely response from Seller, then within four (4) days after the end of the seven (7) day period specified in subparagraph B above.~~

~~D. At Buyer's expense, Buyer shall have the right to obtain a post mitigation radon inspection by a licensed radon inspector.~~

12. EQUIPMENT & INSPECTIONS:

~~A. Unless otherwise stated in this Contract, all fixtures, systems, mechanical equipment and appliances being a part of the contemplated transfer of real estate and its improvements shall be in "operating condition" on the day of closing or delivery of possession to Buyer, whichever first occurs. A fixture, system, item of mechanical equipment or appliance shall be deemed to be in "operating condition" if it performs the function for which it was intended, regardless of age, and does not constitute a threat to health or safety when used as intended.~~

~~B. At Buyer's expense, Buyer shall have the right to obtain an inspection(s) of the premises by an independent inspection service provider(s) trained or certified/licensed, if such certification or licensing is available, and/or qualified to determine the condition of the premises. A qualified inspector is a person who by reason of appropriate experience and training in a particular trade or industry is considered competent to conduct such an inspection and render an opinion. If inspection discloses any TOXIC~~

~~MOLD, TOXIC HAZARDOUS WASTE, or any defects with the HEATING, AIR CONDITIONING, ELECTRICAL or PLUMBING SYSTEMS, REMAINING APPLIANCES, ROOF, STRUCTURAL COMPONENTS, WELL or SEPTIC SYSTEMS, Buyer may request repairs or remediation. To request repairs or remediation, Buyer must submit to Seller, in writing, both a separate, itemized list of Buyer's specific requests and a copy of the inspection report(s) on or before _____, 20__.~~ Buyer shall indemnify Seller and hold Seller harmless from and against any loss or damage caused by the acts of negligence of Buyer or any person performing any inspection.

~~C. Minor repairs and routine maintenance items do not constitute defects under this Contract. The fact that a functioning major component may be at the end of its useful life shall not render such component defective for purposes of this Contract. A condition does not constitute a defect or an unsafe condition solely through a building code requirement made effective subsequent to installation or construction. Minor repairs and routine maintenance items shall not constitute defects eligible for Buyer requests to the Seller under this contingency and shall not be deemed a part of this contingency. "Minor repairs" shall include, but not by way of limitation, minor warping of wood products, cracks in tile grouting, minor cracking of and nail pops in drywall, and minor cracks in concrete. "Routine maintenance" shall include, but not by way of limitation, small scale activities (typically requiring only minimal skills or training) associated with regular (daily, weekly, monthly, yearly, etc.) upkeep of equipment, systems, appliances, and buildings to minimize the effects of normal wear and tear, and, by way of example, include filter changes, painting, caulking, sealing, door hardware replacement and routine touch painting.~~

~~D. The following are conditions precedent to Buyer's right to request remediation:~~

- ~~1) In the aggregate the cost of repair or replacement must equal \$1,000.00 or more.~~
- ~~2) The defects must not have been disclosed in the Residential Real Property Disclosure Act or other similar form.~~
- ~~3) The defects must not have been disclosed to Buyer in writing prior to the date the offer was made to purchase.~~
- ~~4) The defects must not have been readily observable and obvious. Defects which are not readily observable and obvious include concealed or obscured conditions or conditions requiring a trained person to identify, but do not include those readily apparent to the naked eye.~~
- ~~5) The roof (defined as all materials above rafters or trusses) shall not be considered defective if it is free from leaks.~~
- ~~6) The structural components shall not be considered defective if they are structurally sound.~~

~~E. If defects are reported, then Seller shall elect one of the following options, and shall give written notice to Buyer or to Buyer's attorney within seven (7) days of receiving Buyer's remediation requests and reports:~~

- ~~1) Treat the condition and repair the defect at Seller's own cost and expense;~~
- ~~2) Give Buyer a credit for the cost of repair at settlement; or~~
- ~~3) Rescind the Contract and refund Buyer's earnest money.~~

~~If Seller does not give timely written notice of Seller's election, this Contract shall be deemed to be rescinded effective at the beginning of the eighth day after Seller shall have received Buyer's remediation request(s) and report(s) and Buyer's earnest money/down payment shall promptly be refunded, unless Buyer elects to purchase the property in accordance with subparagraph G.~~

~~F. Should Seller elect or be deemed to have rescinded the Contract, Buyer shall have the right to consummate the purchase transaction, taking the property in "as is" condition, with whatever defects exist. Buyer must give Seller or Seller's attorney written notice of this intention within four (4) days of receiving Seller's notice of rescission, or absent timely response from the Seller, then within four (4) days after the end of the seven (7) day period specified in Paragraph E above.~~

~~G. Buyer shall have the right to make a final inspection of the property immediately prior to settlement to verify that its condition has not deteriorated from the date the offer was made to purchase (ordinary wear and tear excepted).~~

~~H. Home Protection Plan: Seller shall provide Buyer a credit at closing for the cost of a one year home protection plan, to be issued by _____ with the following optional coverage: _____. The home protection plan cost shall not exceed \$ _____.~~

13. **LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS:**

A. Check one of the following sub-sections, 1, 2, or 3:

_____ (1) The improvements on the real estate subject to this Contract were built after 1977. No risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards is required.

 X (2) The improvements on the real estate subject to this Contract were built before 1978, but Buyer has knowingly and voluntarily waived the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead-based paint hazards. (Disclosure Statement attached hereto and made a part hereof by this reference.)

_____ (3) This Contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at Buyer's expense until 5:00 p.m. on the tenth (10th) calendar day after the effective date of this Contract. This contingency will terminate at the aforesaid predetermined deadline unless Buyer delivers to Seller a written notice listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. Seller may, at Seller's option, within two (2) days of delivery of the notice, elect, in writing, whether to correct the condition(s) prior to the final time of settlement of this Contract. If Seller will correct the condition(s), Seller shall furnish Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied before the final date of settlement. If Seller does not elect to make the repairs or remediation, or if Seller makes a counter-offer, Buyer shall have two (2) days to respond to the counter-offer or remove this contingency and take the property with whatever lead-based paint and/or lead-based paint hazards exist; otherwise, this Contract shall become null and void, and Seller shall return the down payment to Buyer. Buyer may remove this contingency at any time without cause. (See the Disclosure Statement Attached hereto and made a part hereof by this reference.)

B. Unless Paragraph A (1) above is checked, indicating subject premises were built after 1977, Buyer acknowledges receipt of a federal lead information pamphlet and the form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" and information, if any, possessed by Seller concerning the presence of lead paint on the property as required by the Federal Residential Lead-Based Paint Hazard Reduction Act.

14. **ENVIRONMENTAL:** During the period of Seller's ownership or control over the Real Property, Seller has no knowledge of, nor reason to suspect, that there has been any underground storage (or other) tank or any presence, disposal, release, or threatened release of hazardous substances or hazardous wastes on, from or under the premises, by or through Seller, or any other party whatsoever. Seller similarly represents that to the best of Seller's knowledge there was no underground storage (or other) tank, nor any presence, disposal, release or threatened release of hazardous substances or hazardous waste on, from or under the premises prior to Seller's acquisition or ownership or control of the premises. Seller similarly represents that to the best of Seller's knowledge the Real Property (including underlying soil and ground water conditions) is not in violation of any state, local, federal, municipal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and during Seller's ownership of the Real Property, no party has stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, or other released materials on, under or about the Real Property.

15. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

A. No work has been done upon, or materials furnished to, the premises which could give rise to a lien or liens under the Illinois Mechanics' Lien Act;

B. Seller has indefeasible title to all of the personal property to which reference is made in Paragraph 7, and all of said property, together with all appliances and mechanical systems built into the premises, are free from security interests or liens other than the lien of any real estate mortgage noted in Paragraph 6 herein;

C. Additional Warranties: None.

16. **ADDITIONAL PROVISIONS:**

A. Buyer shall assume any assumption or transfer fees incurred as a result of Buyer assuming, or taking subject to, Seller's existing mortgage, and both Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act;

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. The parties acknowledge that the State of Illinois has enacted the Smoke Detector Act (425 ILCS 60/1, et seq.), and the Carbon Monoxide Alarm Detector Act (430 ILCS 135/1, et seq.).

E. Time is of the essence of this Contract.

F Any deadline in this Contract which falls on a Saturday, Sunday or legally recognized State of Illinois or federal holiday shall be extended to the next business day.

G Section or paragraph headings, or lack thereof, that may be used in various places throughout this Contract are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Contract or any of its provisions. To the extent there is deemed to be any conflict between the headings and/or numbers, and the text of this Contract, the text shall control.

H Seller shall provide reasonable access to Buyer and Buyer's representative(s) for purposes of inspection(s) and appraisal(s).

I Other: Property is being sold in its "AS IS" condition. Seller makes no warranty expressed or implied with respect to the condition of the premises, the mechanical equipment or the appliances included therein. Buyer acknowledges that he has examined the property, and received no representations from the Seller as to the condition of the property and accepts the same in its present condition.

J Seller acknowledges that Seller is solely responsible for the removal and proper disposal of all medical records stored on the premises. Seller warrants that all such records will be removed from the premises prior to closing. Buyer accepts no responsibility for the removal and disposal of any such records.

~~17. ESCROWEE: The parties agree that _____ is hereby designated as Escrowee for the purposes of any Escrow created or hereafter required in connection with this Contract. The escrow conditions are as follows:~~

~~A. Escrowee shall deposit into escrow the down payment pursuant to the terms of this Contract until closing and not release said funds except with the agreement of all parties, or an order entered by a court of competent jurisdiction;~~

~~B. Additional conditions: None.~~

18. NOTICES, ETC.: Title commitments, communications and any notices required to be given pursuant to this Contract shall be delivered to the party's attorney, or to the party if not represented by counsel.

A. Any notice shall be given in writing in one of the following ways: (i) by personal delivery to the party or attorney; (ii) by U.S. mail, with postage prepaid, addressed to the party or attorney at the address set forth on the first page hereof; or (iii) by express delivery to the party or attorney at the address set forth on the first page hereof, with charges prepaid. Such notice shall be deemed given on the date when delivered personally, or on the date deposited with the express delivery company (with charges prepaid), or on the date deposited in the U.S. Mail, with postage prepaid.

B. Any notice may be given by e-mail transmission, if an e-mail address has been furnished by the recipient party or the recipient party's attorney to the sending party or the sending party's attorney or is shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that, in the event the e-mail notice is transmitted during non-business hours, the effective date and time of the notice is the first hour of the next Business Day after transmission. For purposes of this subparagraph B, a Business Day is considered 9

am to 5 pm every Monday through Friday, excluding legally recognized State of Illinois or federal holidays. A party or attorney may opt out of future e-mail notices by any form of notice provided by this Contract.

19. **PREPARATION AND APPROVAL:** This Contract was prepared by Brian P. Garwood, Seller's attorney, and approved by Buyer and/or Buyer's attorney.

20. **SETTLEMENT:** Closing shall be held at the office of Buyer's closing agent, unless the parties agree otherwise.

~~21. **SELLER'S DISCLOSURE:** The parties acknowledge that this Contract is subject to the Illinois Residential Real Property Disclosure Act (765 ILCS 77/1, et seq.) and the Illinois Radon Awareness Act (420 ILCS 46/1, et seq.). Buyer acknowledges receipt of a completed Residential Real Property Disclosure Report, Illinois Disclosure of Information on Radon Hazards and the IEEMA pamphlet entitled "Radon Testing Guidelines for Real Estate Transactions", prior to the time this Contract was signed and said disclosures are incorporated herein by reference.~~

22. **ATTORNEY'S FEES AND EXPENSES:** Should Seller or Buyer bring any action against the other with respect to this Contract, the party that does not prevail upon the action, as determined by the court, shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party and as determined by the court. This provision shall survive closing and delivery of deeds.

23. **DEFAULT:** In the event either party should breach this Contract, the other party may pursue any and all remedies provided by law.

24. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. No covenants, agreements, representations or warranties of any kind have been made by any party or agent of a party to this Contract, except as specifically set forth herein. The parties expressly acknowledge that, in executing this Contract, they have not relied on any prior or contemporaneous oral or written representations, statements or agreements, except as expressly set forth herein. Any modifications of the terms of this Contract must be in writing and signed by both parties, in the absence of which the terms of this Contract shall govern.

25. **MORTGAGE INFORMATION AUTHORIZATION:** Seller authorizes the _____, and the employees thereof, to obtain payoff statements on any mortgage loan or other lien encumbering title to the premises sold under this contract.

26. **FACSIMILE OR DIGITAL SIGNATURES:** Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and delivery thereof by one of the following methods shall be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced by scanning an original, hand-signed document and transmitting by facsimile. An acceptable digital signature may be produced by use of a qualified, established electronic security procedure. Transmissions of a signed copy of this Contract may be by an established electronic method, such as creating a PDF ("Portable Document Format") document and sending same by electronic mail.

27. **EXECUTION IN COUNTERPARTS:** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

This Contract will be deemed effective as of the last date signed.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals to several counterparts of this Contract, of equal effect.

DATE SIGNED BY SELLER: August 14, 2023.

X Susan Roberts, Trustee
Susan Roberts, Trustee, Seller

DATE SIGNED BY BUYER: _____, 2023.

CITY OF FARMER CITY

By _____
Susan McLaughlin,
City Manager, Buyer



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 5, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: South Park Drive

Based on an estimate from Illiana Construction, we budgeted \$41,000 to sealcoat this road this fiscal year. We issued bids and received 2 back; 1 from Illiana for \$59,333.25 and 1 from McLean County Asphalt for \$65,916.66.

After discussion internally, and then with Illiana, the low bid, we value engineered it by eliminating one lift of the 5/8" aggregate, which cuts in half the 5/8" aggregate quantity; 51 tons. Also, since we are eliminating one lift of 5/8" aggregate, the corresponding oil at 0.5 gallons per square yard or 2048 gallons is being eliminated.

By doing this, we have reduced the bid price to \$44,246.25. We will then bid out a 2nd phase of sealcoating next year. Therefore, staff recommends approval of the original bid, followed by a Change order to reduce the project by \$15,087.



Tabulation of Bids



Local Public Agency County Section Number Letting Date
 City of Farmer City DeWitt

Approved Engineer's Estimate \$0.00
 Attended By (IDOT Representative(s))

Bidder's Name Illiana Construction
 Bidder's Address 1100 W. Market St
 City, State, Zip Bloomington, IL 61701
 Proposal Guarantee Cashier's Check \$3,000
 Terms Bid Bond

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Alternate Bid									
	Agg Surface Cse	F, S & G	Ton	20	\$462.9000	\$9,258.00	\$90.0000	\$1,800.00	\$90.0000	\$0.00
	Bit Mat's Prime Ct	F & A	Gal	2050	\$6.4800	\$13,284.00	\$6.7500	\$13,837.50	\$6.7500	\$0.00
	Bit Mat's C & S Ct	F & A	Gal	5943	\$5.9000	\$35,063.70	\$5.2500	\$31,200.75	\$5.2500	\$0.00
	Cover & Seal Coat Agg (5/8")	F & S	Ton	102	\$85.0000	\$8,670.00	\$85.0000	\$8,670.00	\$85.0000	\$0.00
	Cover & Seal Coat Agg (3/8")	F & S	Ton	51	\$75.9600	\$3,825.96	\$75.0000	\$3,825.00	\$75.0000	\$0.00
Total Bid:						As Read:	\$65,916.66	\$59,333.25		
						As Calculated:	\$65,916.66	\$59,333.25		\$0.00
						% Over/Under:				



Acceptance of Proposal to Furnish Materials and Approval of Award

Local Public Agency	County	Street Name/Road Name	Section Number
City of Farmer City	DeWitt	South Park Drive	

Bidder's Name			
Illiana Construction Company - A Div of CACO, LLC			
Bidder's Address	City	State	Zip Code
1414 W. Anthony Drive	Urbana	IL	61802

In accordance with your proposal submitted on 07/28/23, a copy of which is in our files, you have been awarded the contract for furnishing the following materials required in the maintenance of the above designated project. Materials shall be inspected in accordance with current Departmental policies.

Date of Submittal
Construction or Maintenance

Item	Unit of Measure	Quantity	Unit Price	Amount
Agg Surface Cse	Ton	20	\$90.0000	\$1,800.00
Bit Mat'ls Prime Ct	Gallon	2,050	\$6.7500	\$13,837.50
Bit Mat'ls C & S Ct	Gallon	5,943	\$5.2500	\$31,200.75
Cover & Seal Coat Aggregate (5/8")	Ton	102	\$85.0000	\$8,670.00
Cover & Seal Coat Aggregate (3/8")	Ton	51	\$75.0000	\$3,825.00
Total				\$59,333.25

Terms
 Alternate Bid (Pea Gravel) - No material shall be applied and spread after September 30, 2023 unless approved by the City

Shipping Instructions
 See Special Provisions

For Municipal Projects

Municipal Official Signature & Date

For County And Road District Project

Highway Commissioner Signature & Date

County Engineer/Superintendent of Highways Signature & Date


Illinois Department of Transportation
 Concurrence in Approval of Award

Regional Engineer Signature & Date

Instructions BLR 12330 - Page 1 of 1

The instructions should not be included when the form is submitted.

This form shall be completed by the Local Public Agency (LPA) after the material proposal or deliver and install proposal letting to notify the material supplier of the award and how the material will be furnished. This form is **not** to be used where all bids are accepted from all bidders. Material Quotations, BLR 12250, is to be used. See the Bureau of Local Roads and Streets Manual (BLRS) Chapter 12 for more information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency	Insert the name of the LPA soliciting bids for the project.
County	Insert the name of the County in which the LPA is located.
Street Name/Road Name	Insert the name of the street/road on which the project is located. For projects that include several streets or routes insert various.
Section Number	Insert the section number assigned to this project without dashes. If there are two section numbers assigned to the project, click on the plus sign. In the additional box labeled Section (2) add the second section number.
Bidder	Insert the name of the successful bidder.
Address	Insert the address of the successful bidder.
Date of Submittal	Insert the date the proposal was submitted.
Construction or Maintenance	Insert the type of project this is for, construction or maintenance.
Item	Insert the name of the item.
Unit	Insert the unit of measure for the item.
Quantity	Insert the quantity of for the item.
Unit Price	Insert the awarded unit price for the item.
Amount	No entry necessary this is a calculated field, it multiplies the quantity times the unit price.
Button Functionality 	Use the Add Row (+) and/or Remove Row (-) buttons located at the beginning of each line/row to either add a row directly below the row that the Add (+) button is clicked on or remove the actual row that the Remove (-) button is clicked on.
Terms	Insert any terms concerning this award (e.g. this could include discounts for paying within a certain number of days).
Shipping Instructions	Insert the shipping instructions indicating a last date when the material is needed for the minimum or maximum amount of material to be delivered.
Municipal Official	For a municipal project, the appropriate municipal LPA official will sign and date here.
Highway Commissioner	If this project is for a Road District, the Highway Commissioner will sign and date here.
County Engineer /Superintendent of Highways	For County/Road District projects, the County Engineer/Superintendent of Highways will sign and date here.
Regional Engineer	Upon approval the IDOT Regional Engineer will sign and date here.

A minimum of five (5) signed originals must be submitted to the Regional Engineer's District office.

Local Public Agency Clerk
Local Public Agency Engineer/Consultant
District File
District Bureau of Materials
Bidder/Contractor



Local Public Agency	County	Route	Section Number
City of Farmer City	DeWitt	South Park Drive	

Request Number	<input type="checkbox"/> Final	Contractor
1		Illiana Construction Company - A Div of CACO, LLC

Address	City	State	Zip Code
1414 W. Anthony Drive	Urbana	IL	61802

Date
08/15/23

I recommend that this Deduction be made from the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit of Measure	Quantity	Unit Price	Addition (A) or Deduction (D)	Total Addition	Total Deduction
- Bit Mat'ls C & S Ct	Gallon	2048	\$5.250	D	\$0.00	\$10,752.00
- Cover & Seal Coat Aggregate (5/8")	Ton	51	\$85.000	D	\$0.00	\$4,335.00
-					\$0.00	\$0.00
-					\$0.00	\$0.00
-					\$0.00	\$0.00
-					\$0.00	\$0.00
-					\$0.00	\$0.00
-					\$0.00	\$0.00
Total Changes					\$0.00	\$15,087.00

Add Row

Total Net Change	(\$15,087.00)
Amount of Original Contract	\$59,333.25
Amount of Previous Change Orders	
Amount of adjusted/final contract	\$44,246.25

Total net deduction to date (\$15,087.00) which is -25.43% of the contract price.

State fully the nature and reason for the change

Reduce from an A-3 to an A-2 Surface Treatment to be more in line with City's budgeted amount.

When the net increase or decrease in the cost of the contract is \$10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- The Local Public Agency has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- The Local Public Agency has determined that the change is germane to the original contract as signed.
- The Local Public Agency has determined that this change is in the best interest of the Local Public Agency and is authorized by law.

Prepared By

George B. Merkle

Title of Preparer

Senior Project Engineer/Maurer- Stutz, Inc.

Submitted/Approved

Local Public Agency Signature & Date

BY:

Title:

For a Road District project County Engineer signature required.

County Engineer/Superintendent of Highways Signature & Date

Approved:

Illinois Department of Transportation

Regional Engineer Signature & Date

Instructions for BLR 13210

Form Instructions are not to be submitted with the form.

This form shall be used for any contract, day labor construction, or contract maintenance projects to document any differences between plan quantities and completed quantities. Refer to Chapter 13 of the Bureau of Local Roads and Streets Manual for more 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. An agreed unit price letter must be submitted as an attachment to this form for any new pay items. For any force account work a copy of the billing(s) must also be attached to this form when submitted.

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Insert the name of the County where the LPA is located.
Route	Insert the name of the route on which the project is located.
Section Number	Insert the section number for this project without dashes, they are automatically inserted.
Request No.	Insert the number applicable to the number of times this form has been submitted for this section.
Final	Check the box if this is the final request for approval of change in plans for this contract.
Contractor Name	Insert the name of the contractor.
Contractor Address	Insert the address of the contractor.
Date	Insert the date of the request.
Addition, Extension, Deduction	Insert addition, extension, deduction as it applies to the total of the request for change in plans being submitted.
Item Description	Insert the description of the item for the change request submittal.
Unit of Measure	Insert the unit of measure for the item listed to the left.
Quantity	Insert the quantity of the change for the item listed to the left.
Unit Price	Insert the unit price for the item listed to the left.
Addition or Deduction	Insert "A" if the item listed to the left is an increase to the original contract, insert "D" if the item listed to the left is a decrease to the original contract.
Total Addition	This is the sum of all additions listed.
Total Deduction	This is the sum of all deductions listed.
Total Changes	This is the difference between the sum of all additions listed and the sum of all deductions listed.
Total Net Change	This is automatically calculated. It is the difference between the total additions and total deductions.
Amount of Original Contract	Insert the amount of the original contract.
Amount of Previous Change Orders	Insert the total amount of previous change orders if applicable.
Amount of adjusted/final contract	This is the amount of the original contract with all additions and deductions taken into account.
addition, deduction	Insert the addition if the amount of adjusted/final contract is more than the awarded contract. If the adjusted/final contract is less than the original award insert deduction. The amount of the total changes to date to this contract, and the percentages of the changes to the original contract calculated from the original contract price and the total changes.
Statement	Insert a statement regarding the change(s) to the contract, stating the fully the nature and reason for the change.
Net Increase/Decrease	When the net increase or decrease in the cost of the contract is \$10,000 or more, or the time of completion is increased or decreased by 30 days or more, check one or more of the statements following.
Prepared by	Insert the name of the preparer.
Title of the Preparer	Insert the title of the preparer.
Local Public Agency	The LPA shall sign and date here.
Title	Insert the title of the person signing above.
County Engineer	For County and Road District Projects and County Engineer shall sign and date here.
Regional Engineer	Upon approval the IDOT Regional Engineer shall sign and date here.

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

District File
Local Public Agency
Engineer



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 5, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Change Order #2 – Building Systems

After further negotiations, the price for the building has actually increased due to adding back in the site work. Insurance will not cover this cost, \$18,300, but is highly recommended to be done by the contractor. In this way, the site work will be warrantied in case there become issues with the concrete pad.

We are deducting \$2,910 by removing one small heater in the shop, but with the addition of the site work, the new contract price is \$661,454. We are still awaiting the final number insurance will be reimbursing us.

CHANGE ORDER

No. 2

DATE OF ISSUANCE August 15, 2023

EFFECTIVE DATE August 15, 2023

OWNER City of Farmer City
 CONTRACTOR Building Systems of Illinois
 Contract: City of Farmer City
 Project: Proposed Maintenance Building
 OWNER's Contract No. N/A ENGINEER's Contract No. 23122015.00
 ENGINEER Maurer-Stutz, Inc.

You are directed to make the following changes in the Contract Documents:

Description:

Deduction of \$2910.00 for removing the small hanging unit heater in the Heated Garage, and an Addition of \$18,300.00 for the Site Work and Rock Paving.


Reason for Change Order: Adjustment of quantities reflecting completed work and adjustment of Final Completion date.

Attachments: Final Quantity Spreadsheet

CHANGE IN CONTRACT PRICE
Original Contract Price <u>\$758,900.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$(112,836.00)
Contract Price prior to this Change Order: \$ <u>646,064.00</u>
Net increase (decrease) of this Change Order: <u>\$15,390.00</u>
Contract Price with all approved Change Orders: <u>\$ 661,454.00</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: _____ (days or dates)


RECOMMENDED:

By: 
 ENGINEER (Authorized Signature)
 Date: 08-15-23

APPROVED:

By: _____
 OWNER (Authorized Signature)
 Date: _____

ACCEPTED:

By: 
 CONTRACTOR (Authorized Signature)
 Date: 8/16/23

APPLICATION AND CERTIFICATE FOR PAYMENT

TO: City of Farmer City
 105 S. Main Street, Farmer City, IL 61842
 FROM: Building Systems of Illinois, Inc.
 1625 Huston Drive, Decatur, IL 62526
 CONTRACT FOR: **General Contract**
 PROJECT: **Proposed Maintenance Building**
 Farmer City, IL
 ENGINEER: Maurer-Stutz
 1670 E. Ash Ave, Canton, IL 61520
 APPLICATION NO. **One**
 DATE: 7/31/2023
 PERIOD TO: 7/31/2023
 CONTRACT DATE: 7/10/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
APPROVED C.O.'S BY OWNER		TOTAL	TOTAL
Approved this Month	Date Approved		
One	7/10/2023		-112,836.00
TOTALS		0.00	-112,836.00
Net Change by Change Orders:			-112,836.00

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM.....\$ 758,900.00
2. Net change by Change Orders.....\$ -112,836.00
3. CONTRACT SUM TO DATE (Line 1+/-2).....\$ \$646,064.00
4. TOTAL COMPLETED & STORED TO DATE.....\$ \$15,178.00
(Column G on G703)

5. RETAINAGE:
 - a. 10% of Completed Work.....\$ \$1,517.80
(Column D + E on G703)
 - b. % of Stored Materials.....\$ 0.00
(Column F on G703)

Total Retainage (Line 5a + 5b or Total in Column I of G703).....\$ \$1,517.80

6. TOTAL EARNED LESS RETAINAGE.....\$ \$13,660.20
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....\$ 0.00

8. CURRENT PAYMENT DUE.....\$ \$13,660.20

9. BALANCE TO FINISH, PLUS RETAINAGE.....\$ \$632,403.80
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the contractors knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Signed: *Guss M...* Date: 8/14/23

Approved for Payment: _____ Date: _____
 (Owner's Rep)

Approved for Payment: *Jan My...* Date: 08/14/2023
 (Agency or Architect)

CURRENT PAYMENT DUE: \$13,660.20

Proposed Maintenance Building

Farmer City, IL

APPLICATION NUMBER: 1

APPLICATION DATE: 7/31/2023

A ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E THIS PERIOD	F TOTAL COM- PLETED & STORED	G % (F-C)	H BALANCE TO FINISH	I RETAINAGE 10%
			WORK COMPLETED FROM PREV. APPLICATION						
1	Sitework, Erosion, Rock Parking, Seed/Straw (CO#1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
2	Water Main (CO#1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
3	Sanitary Sewer (CO #1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
4	Electrical Service to Meter Base/CT Cab (CO #1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
5	Concrete w/ 4" Base Rock, Vapor Barrier	40,750.00	0.00		0.00	0.00	0%	40,750.00	0.00
6	Rock Floor in Cold Storage	6,000.00	0.00		0.00	0.00	0%	6,000.00	0.00
7	Post Frame Building	158,647.00	0.00		0.00	0.00	0%	158,647.00	0.00
8	OH Doors	36,000.00	0.00		0.00	0.00	0%	36,000.00	0.00
9	Exterior Walk Doors	8,275.00	0.00		0.00	0.00	0%	8,275.00	0.00
10	Interior Framing W/ Liner Panel	53,065.00	0.00		0.00	0.00	0%	53,065.00	0.00
11	Interior Doors	5,340.00	0.00		0.00	0.00	0%	5,340.00	0.00
12	Sound Batt Insulation	500.00	0.00		0.00	0.00	0%	500.00	0.00
13	Drywall (CO #1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
14	Painting (CO #1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
15	Acoustical Ceiling Tile & Track	3,766.00	0.00		0.00	0.00	0%	3,766.00	0.00
16	Interior Signage (CO #1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
17	Bollard Covers	1,000.00	0.00		0.00	0.00	0%	1,000.00	0.00
18	Fire Extinguishers (CO #1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
19	Restroom Accessories	500.00	0.00		0.00	0.00	0%	500.00	0.00
20	Flooring & Base Trim	7,288.00	0.00		0.00	0.00	0%	7,288.00	0.00
21	Ceiling Fans (CO #1)	0.00	0.00		0.00	0.00	0%	0.00	0.00
22	Sleve for Nicor Gas Line	2,800.00	0.00		0.00	0.00	0%	2,800.00	0.00
23	Trench Drain & Sperator	10,000.00	0.00		0.00	0.00	0%	10,000.00	0.00
24	Plumbing w/ Eye Wash Station	38,100.00	0.00		0.00	0.00	0%	38,100.00	0.00
25	Gas Piping	500.00	0.00		0.00	0.00	0%	500.00	0.00
26	HVAC (w/ CO #1)	25,778.00	0.00		0.00	0.00	0%	25,778.00	0.00
27	Fire Alarm System	18,400.00	0.00		0.00	0.00	0%	18,400.00	0.00
28	Electrical (W/ CO #1)	137,800.00	0.00		0.00	0.00	0%	137,800.00	0.00
29	General Conditions (W/ CO #1)	7,900.00	0.00		0.00	0.00	0%	7,900.00	0.00
30	OH, P & Supervision (W/CO #1)	68,477.00	0.00		0.00	0.00	0%	68,477.00	0.00
31	Bonding Fees	15,178.00	0.00		15,178.00	15,178.00	100%	0.00	1,517.80
32									
33									
34									
35									
36									
37									
TOTALS		646,064.00	0.00		15,178.00	15,178.00	2%	630,886.00	1,517.80

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
COUNTY OF MACON } SS

Gty # _____
Loan # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by The City of Farmer City to furnish General Contracting, for the premises known as New Maintenance Building 201 E. Monroe St. Farmer City, IL 61842 of which The City of Farmer City, IL is the owner.

THE undersigned, for and in consideration of \$Thirteen Thousand, Six Hundred, Sixty and 20/100 (\$13,660.20) Dollars, and other goods and valuable considerations, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-referenced premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Given under my hand and seal this 14 day of 8, 23.

By: Building Systems of Illinois, Inc.

Signature and Seal: Guy M..., Its: President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

STATE OF ILLINOIS }
COUNTY OF MACON } SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and say that he is President of the Building Systems of Illinois, Inc who is the general contractor for the New work on the building located at 201 E. Monroe St. Farmer City, IL owned by The City of Farmer City, IL. That the total amount of the contract including extras/deducts is \$ 646,064.00 on which he has received payment of \$0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications.

Names	What for	Contract Price	Amount Paid	This Payment	Balance Due
Total Labor & Material to Complete		0.00	0.00	0.00	0.00

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this 14 day of 8, 23

By: Building Systems of Illinois, Inc.

Signature: Guy M..., Its: President

Subscribed and sworn to before me this 14 day of 8, 23.

Erica D. Mackling
Notary Public



**Extras include but are not limited to change orders, both oral and written to the contract.



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 5, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Resolution – PESA testing

Attached you will find a Resolution and Supplemental Engineering Services Agreement to provide for PESA testing at the intersection of Rt. 150 and Plum St. Because IDOT says there is potential for contaminated soil in the ROW, the City is required to have that soil tested. If it is found to be contaminated, it will have to be removed prior to construction.

We attempted to negotiate with IDOT to not have to do this testing, but were unsuccessful. The testing and engineering oversight will cost up to \$31,396 in MFT funds, which is why this Resolution is before you.

I recommend approval as this is required to move forward on improving that intersection. Thank you.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?

Yes No

Table with Resolution Type (Supplemental), Resolution Number (2023-88), and Section Number (23-00009-00-PV)

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

the Illinois Highway Code. Work shall be done by Contract

For Roadway/Street Improvements:

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

For Structures:

Table with columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed. Row: 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. This supplemental resolution shall provide for the PESA Response, Preliminary Site Investigation, and all necessary coordination to satisfy required environmental clearances for Special Waste.

2. That there is hereby appropriated the sum of thirty-one thousand three hundred and ninety-six and 00/100 Dollars (\$31,396.00) 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, Clerk in and for said City of Farmer City

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 September 05, 2023

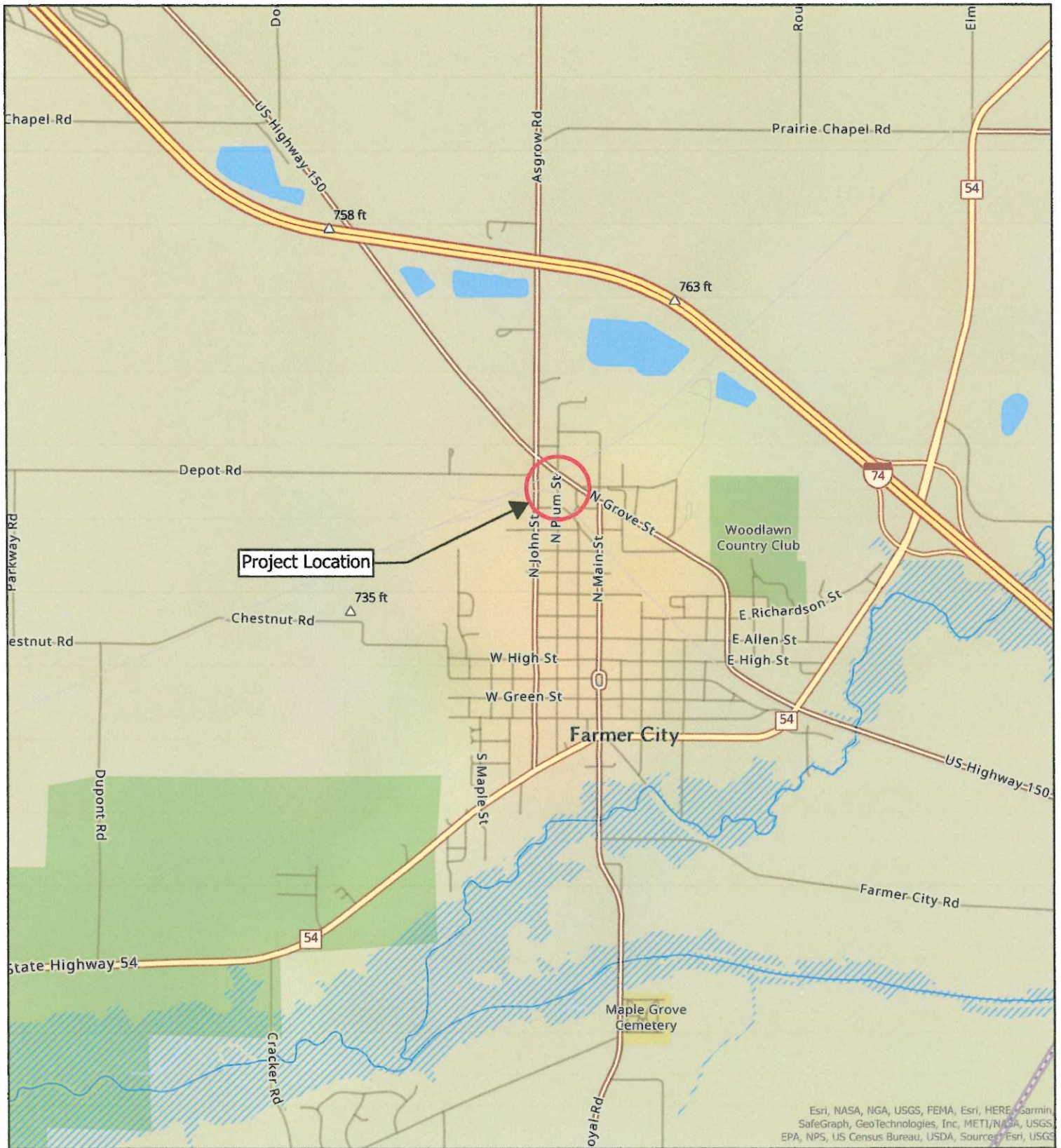
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL)

Clerk Signature & Date

Approved

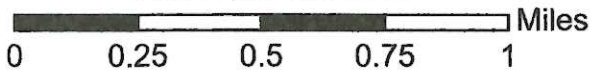
Regional Engineer Signature & Date Department of Transportation



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



Local Public Agency Engineering Services Agreement

Using Federal Funds? [] Yes [x] No Agreement For: MFT PE Agreement Type: Supplement Number: 1

LOCAL PUBLIC AGENCY

Local Public Agency: Farmer City County: DeWitt Section Number: 23-00009-00-PV Job Number: Contact Name: Sue McLaughlin Phone Number: (309) 928-2842 Email: smclaughlin@cityoffarmercity.org

SECTION PROVISIONS

Local Street/Road Name: Plum Street Key Route: Length: Structure Number: Location Termini: Van Buren Street to US 150 Add Location Remove Location

Project Description: Phase II Design Engineering services to develop the plans, specifications, and estimates for the improvements on Plum Street from Van Buren St. to US 150 in the City of Farmer City.

Engineering Funding: [x] MFT/TBP [] State [] Other Anticipated Construction Funding: [] Federal [x] MFT/TBP [] State [] Other

AGREEMENT FOR

[] Phase I - Preliminary Engineering [x] Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name: Maurer-Stutz, Inc. Contact Name: Jeff Spiller Phone Number: (309) 693-7615 Email: jdspiller@mstutz.com Address: 3116 N. Dries Lane, Suite 100 City: Peoria State: IL Zip Code: 61604

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 5, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Proposals for digital sign

As budgeted this fiscal year, the attached is a draft bid proposal for a pylon/monument digital sign to be constructed at the southwest corner of Rt. 54 and Rt. 150

The sign dimensions will have to be at least 15' to the bottom of the display due to the topography, which is why it can't just be a monument sign. It would be placed in a bit of a depression in the Right of Way.

Questions for the draft proposal:

1. Do we want it double-sided? If its angled to face the intersection, the back side may face the neighborhood – do we want it straight north-south facing?
2. Are you ok with some of the samples to be provided to the companies? Faux brick covers of the poles? "Farmer City Welcomes You" on top or below?
3. Any other concerns on what's being required in the proposal?

It is my intention to update the draft based on your comments and advertise it within a week with a bid opening of October 6, 2023.



INVITATION TO BID

Double-faced Pylon/Monument Digital Sign

Sealed bid proposals will be accepted between 8 am and 4 pm Monday through Friday, and must be received by October 6, 2023 at 10 am at City Hall, 105 S Main St, Attn: Sue McLaughlin, City Manager, Farmer City, IL 61842 or via email at smclaughlin@cityoffarmercity.org

The City of Farmer City is currently accepting sealed bid proposals to fabricate and install one double-faced pylon/monument digital sign at the following location:

Southwest corner of Rt. 54 and Rt. 150 intersection in Right-of-Way

Specifications

- Fabricate and install one internally illuminated, double-faced pylon pillared/monument digital sign with full-color LED digital/electronic message center at the location; signs to automatically dim the intensity of lights during hours of darkness; provide area for City of Farmer City Welcome sign also
- The electronic reader board does not change text and/or images at a rate less than one every seven seconds and shall be readily legible given the text size and speed limits of the adjacent right of way
- LED display messages shall be fully customizable by City Staff
- Provider to supply, install and connect electrical meter base and fused disconnect at site
- Sign dimension: 15' to bottom of display; Screen size (minimum 51x90) and Cabinet size (minimum 54x92); to be recommended by vendor based on location and readability
- Base and pillared column shall be brick/masonry construction; Dimensions to fit screen/cabinet (examples provided)
- ID face illumination via white LED modules powered by low voltage
- Furnish and install latest message/graphics display unit with software installed on City supplied computer
- Communication system via fiber optic
- Provide software training
- Landscape design that requires minimal upkeep

General Specifications

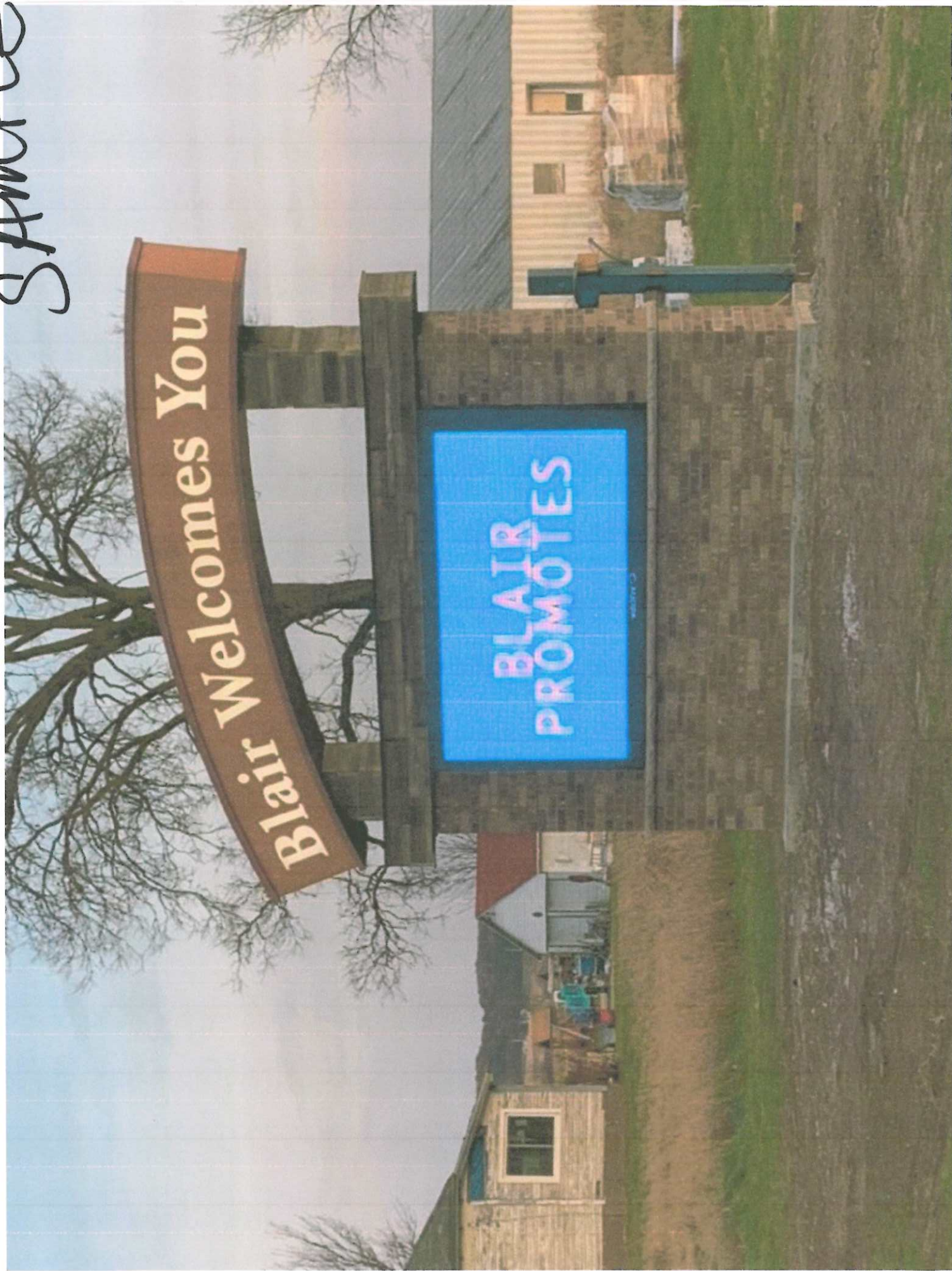
- Providers shall include in their bid specs: Delivery time, proposed design and artwork, proposed landscaping design, installation timeline (examples provided)
- Providers shall provide the company's qualifications and 3 references
- Providers shall provide detailed product warranty information
- Sign to include illuminated identification design provided by city staff for monument base
- Winning bidder will comply with all city/county regulations
- Fabrication shall be performed by skilled craftsmen
- Installation and all on-site work shall be performed by licensed journeymen

General Information

- Sealed Bid proposals will be opened October 6, 2023 at 10 am at City Hall, 105 S Main St, Farmer City, IL 61842. Proposals will be evaluated and awarded at a later date.
- The City reserves the right to accept or reject any or all bids, to waive variations, irregularities or formalities in the bidding process, and to negotiate charges, additions or deletions and to award the contract to the bidder that best meets its requirements
- If additional information is needed, contact Sue McLaughlin, City Manager, at 309-928-3412 or smclaughlin@cityoffarmercity.org

Bid proposals received after October 6, 2023 will not be considered.

SAMPLE



SAMPLE



Evansville
State Bank

A Division of Elberfeld State Bank



watchfire

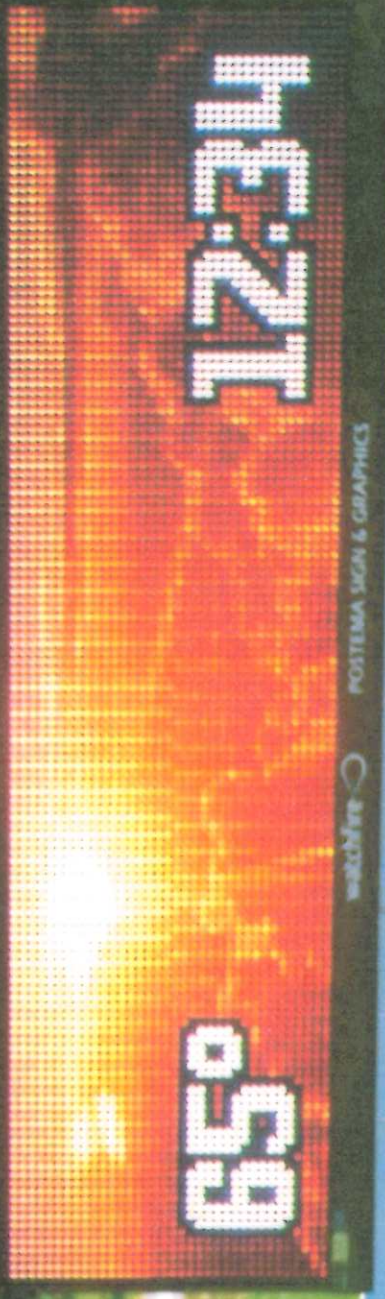


SAMPLE



SAMPLE

MARTIN REFORMED CHURCH



watchfire POSTEMA SIGN & GRAPHICS



SAMPLE



SAMPLE





CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 5, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Repaving bids

We held a bid opening on Friday, August 25 for the repaving of certain streets for FY 24. We received two bids: Rowe Construction and Cross Construction.

The engineer's estimate for this simple project was \$74,865. As you can see on the bid tabulation, the low bid was \$128,930.21. For the MFT project, which was only repaving Crabtree Court, the estimate was \$24,950 and the only bid was \$38,830.21.

The engineer believes it's probably due to oil prices and the late season. Therefore, we recommend that we reject all bids and readvertise in February for next spring.



Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
City of Farmer City	DeWitt		08/25/23

Approved Engineer's Estimate \$74,865.00	Attended By (IDOT Representative(s)) SMcL
Bidder's Name Cross Construction, Inc.	
Bidder's Address 3615 N. Countryview Rd	
City, State, Zip Urbana, IL 61802	
Proposal Guarantee Bid Bond	
Terms	

Approved Engineer's Estimate										
Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BIT MATLS TACK CT		LB	1260	\$5.0000	\$6,300.00	\$3.8000	\$4,788.00	\$3.8300	\$4,825.80
	HMA SURF REM VAR DP		SQ YD	1749	\$10.0000	\$17,490.00	\$21.0000	\$36,729.00	\$15.2000	\$26,584.80
	HMA SC IL-9.5 C N50		TON	200	\$200.0000	\$40,000.00	\$280.0000	\$56,000.00	\$322.9600	\$64,592.00
	AGG WEDGE SHLD TYPE B		TON	31	\$50.0000	\$1,550.00	\$200.0000	\$6,200.00	\$316.4100	\$9,808.71
	DRIVEWAY BUTT JOINT		EACH	3	\$625.0000	\$1,875.00	\$1,900.0000	\$5,700.00	\$594.1800	\$1,782.54
	PAVEMENT PATCHING 6"		SQ YD	51	\$150.0000	\$7,650.00	\$475.0000	\$24,225.00	\$418.3600	\$21,336.36
Total Bid:										
						As Read:		\$133,642.00		\$128,930.21
						As Calculated:		\$133,642.00		\$128,930.21
						% Over/Under:		78.51 %		72.22 %



Tabulation of Bids

Local Public Agency: City of Farmer City
 County: DeWitt
 Section Number: 23-00000-00-GM
 Letting Date: 08/25/23

Approved Engineer's Estimate: \$24,950.00
 Attended By (IDOT Representative(s)): SMcL

Bidder's Name: Rowe Construction, A Div of UCM, Inc.
 Bidder's Address: 1523 N. Cottage Ave.
 City, State, Zip: Bloomington, IL 61701
 Proposal Guarantee: Bid Bond
 Terms:

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BIT MATLS TACK CT		LB	521	\$5.0000	\$2,605.00	\$4.4900	\$2,339.29	\$0.00	\$0.00	\$0.00	\$0.00
	HMA SURF REM BUTT JT		SQ YD	66	\$20.0000	\$1,320.00	\$132.0200	\$8,713.32	\$0.00	\$0.00	\$0.00	\$0.00
	TEMPORARY RAMP		SQ YD	10	\$30.0000	\$300.00	\$249.4000	\$2,494.00	\$0.00	\$0.00	\$0.00	\$0.00
	HMA SC IL-9.5 C N50		TON	81	\$225.0000	\$18,225.00	\$282.7200	\$22,900.32	\$0.00	\$0.00	\$0.00	\$0.00
	DRIVEWAY BUTT JOINT		EACH	4	\$625.0000	\$2,500.00	\$595.8200	\$2,383.28	\$0.00	\$0.00	\$0.00	\$0.00
					Total Bid:			\$38,830.21				\$0.00
					As Read:			\$38,830.21				\$0.00
					As Calculated:			\$38,830.21				\$0.00
					% Over/Under:			55.63 %				\$0.00



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: September 5, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Safe Routes to School

We have been advised that there is another round of Safe Routes to School grants being distributed this cycle through IDOT. This year it is federally funded, 100% reimbursable, up to \$250,000 per project.

Through the great assistance of the Blue Ridge School District, we will be applying for a grant to re-do the sidewalk from E. Allen at John St. all the way to Main St, improvements at the Main St intersection and one block north on both sides of Plum St to Richardson St.

The grant application is due October 3, and thankfully to Superintendent Stanifer and her staff, and our engineers we will just barely make it. Staff recommends approval of this Resolution of Support as part of the grant application.

RESOLUTION 2023 - 90

RESOLUTION APPROVING AND AUTHORIZING FINANCIAL COMMITMENT IN THE SAFE ROUTES TO SCHOOL GRANT PROGRAM

WHEREAS, in the interest in promoting safe and healthy active transportation to schools, the City of Farmer City and the Blue Ridge School District have partnered to promote walkeability and bikeability to schools; and

WHEREAS, it is in the best interests of both the City and the Blue Ridge School District to implement infrastructure improvements, conduct educational and encouragement programs for the health and benefit of school children, and improve safe travel to and from schools; and

WHEREAS, the City Council of the City of Farmer City wishes to support IDOT's "Safe Routes to Schools" program ("Program") and is committed to provide the necessary support and funds in the event that the City receives grant funding to reimburse the City's investment; and

WHEREAS, the City intends to install certain infrastructure improvements along school walk routes and crossings ("Improvements") as recommended by the City's Sidewalk Master Plan; and

WHEREAS the improvements are eligible for reimbursement under the Program; and

WHEREAS, the City has available funds in the General Fund to finance the Improvements until reimbursed by the Program, and the financial capability to maintain the Improvements in a safe and attractive manner for public use; and

WHEREAS, the Mayor and City Council have considered the City's participation in the Safe Routes to Schools Grant Program and determined that it is in the best interests of the City and its residents to enter into the program for the benefit of the projects;

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

Section 1. Recitals. The foregoing recitals are incorporated in, and made a part of, this Resolution by this reference as findings of the City Council of the City of Farmer City.

Section 2. Approval. The City's participation in the Illinois Safe Routes to Schools Program and financial commitment to install and maintain the eligible Improvements is hereby approved.

Section 3. Effective Date. This resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

The City Clerk is hereby directed to publish (by pamphlet) this ordinance immediately after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY,
COUNTY OF DEWITT, ILLINOIS THIS 5th DAY OF SEPTEMBER 2023.

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

ATTESTED:

Scott Testory, Mayor

Angie Wanserski, City Clerk