

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, FEBRUARY 5, 2024
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 - FY 23 Audit Findings
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 January 2, 2024 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

- A. Discussion regarding Digital Sign

NEW BUSINESS--Ordinances and resolutions for initial consideration

- B. Discussion regarding unscheduled bus stops.
- C. Discussion regarding 109 S Main and the FCGHS
- D. Approve payout request #3 to Building Systems in the amount of \$282,573.

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
JANUARY 2, 2024 6 p.m.

ROLL CALL Present: Councilmembers Shelley Friedrich, David Walsh, Jason Strough and 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

PUBLIC COMMENT Rachel Cox spoke to council regarding the use of 109 S Main St. She would like to lease the city's property for 5 years to do paranormal investigations. She is proposing that 25% of the profit would go to her and 75% be used for historic preservation or fundraising for the grocery co-op; something that benefits Farmer City. Rachel also stated that there are updates needed on the building to make it useable and she is willing to perform the work. This would include mold remediation, structural work in the basement and lime plastering on the ceiling.

CONSENT AGENDA

A. Approval of the minutes of the December 18, 2023 council meeting.

B. Fund Warrant List

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

NEW BUSINESS

A. Discussion regarding 109 S Main St.

City manager McLaughlin is asking council for direction on what they would like to do with this property. There is no clear path. Council originally bought the property to ensure city hall would not be land-locked should the need to expand arise and to also use the grass area to the east as additional parking. Susan Ryan from the historical society was in attendance and invited council to join them at their next meeting this Thursday at 5:00pm. She would like to see more historical buildings saved. Mayor Testory acknowledged that this building is very business specific; it has numerous small rooms and is not conducive to refurbishment. Councilman McKinley supported that upkeep on old buildings is expensive. When used for public purposes there is additional expenses of ADA compliance, bathroom updates and HVAC updates. Council is in agreement that the city should not put a lot of money into the building. It was decided to review Ms. Cox proposal and bring it back to the Council in February.

B. Ordinance 1111 approving a redevelopment agreement for 115 S Main St.

New owner Arthur Williams is requesting city help to replace the HVAC unit in this building. He has submitted 4 quotes; the lowest being from Lanz Heating and Cooling for \$19,995. The current ordinance states that the city can provide up to 20% assistance. However, we have given up to 30% in the past. The owner will be asking for more help in the future but needs to start with the HVAC now in order to provide heat to the building.

MOTION by Testory, seconded by McKinley, to amend Ordinance 1111 approving a redevelopment agreement for 115 S Main St to reflect 30% assistance in the amount of \$5998.50. Voted unanimously. Motion carried.

MOTION by McKinley, seconded by Friedrich, to approve the main motion as amended on Ordinance 1111 approving a redevelopment agreement for 115 S Main St. Voted unanimously. Motion carried.

C. Discussion regarding the naming of the playground at Prairie Ridge.

Mayor Testory addressed Council stating that all the parks in town have names. He is asking council if they would be amenable to naming the new park at Prairie Ridge "Rainbow Park" as he has a 5-year-old child that currently refers to it as such. Council did not object. CM McLaughlin will bring a resolution to council at the next meeting.

CITY MANAGER REPORT

City Manager McLaughlin reminded residents that garbage pickup will be a day late this week due to the New Year holiday. Also, the garbage company will pick up any extra bagged garbage outside of the bins.

NON-AGENDA ITEMS AND OTHER BUSINESS

Mayor Testory informed Council that the Chicago Mayor and the Illinois Governor are wanting to relocate illegal residents downstate. He is suggesting the city pass an ordinance regulating the unloading of buses. Attorney Joe Chamley stated that Farmer City is not home-rule and the ordinance may not be enforceable nor hold up in court. Council would like to proceed with the ordinance as a symbolic gesture.

ADJOURNMENT

MOTION by McKinley, seconded by Friedrich, to adjourn the meeting. Voted unanimously. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
MENARDS - CHAMPAIGN	620.33	CITY HALL DOOR	DSB
CIVIC SYSTEMS LLC	4,893.00	SEMI ANNUAL SUPPORT FEES	DSB
PRESTO-X	58.42	MONTHLY SERVICE	DSB
WATTS COPY SYSTEMS INC	199.53	MONTHLY COPIER FEES	DSB
COOPER, BILLIE	300.00	JANUARY 24 SERVICES	DSB
T-MOBILE	33.83	MONTHLY SERVICE	DSB
NICOR GAS	87.49	MONTHLY GAS	DSB
NICOR GAS	140.82	MONTHLY GAS	DSB
SIMPLIFIED COMPUTERS	1,192.50	SERVICE	DSB
T-MOBILE	30.80	MONTHLY SERVICE	DSB
CORNEGLIO AG	9.84	SUPPLIES	DSB
AMUNDSEN DAVIS LLC	1,785.00	LEGAL	DSB
HORIZON CONNECTIONS	521.94	POLICE-IT	DSB
MENARDS - CHAMPAIGN	255.59	SUPPLIES	DSB
MENARDS - CHAMPAIGN	152.20	SUPPLIES	DSB
CORNEGLIO AG	67.06	SUPPLIES	DSB
CLASPILL AUTOMOTIVE	739.95	VEHICLE MAINT	DSB
DARNELL CONCRETE PRODUC	210.00	RISER RINGS	DSB
HEIDELBERG MATERIALS	337.28	SUPPLIES	DSB
DARNELL CONCRETE PRODUC	164.00	SUPPLIES	DSB
T-MOBILE	33.82	MONTHLY SERVICE	DSB
CORNEGLIO AG	54.27	SUPPLIES	DSB
T-MOBILE	33.83	MONTHLY SERVICE	DSB
Total 100:	11,921.50		
270			
FARMER CITY LIBRARY	571.82	TIF 2	DSB
FARMER CITY FIRE PROTECTI	2,592.23	TIF 2	DSB
SANTA ANNA RD DIST	1,257.99	TIF 2	DSB
SANTA ANNA TOWNSHIP	1,029.27	TIF 2	DSB
BLUE RIDGE SCHOOL DIST	20,585.34	TIF 2	DSB
Total 270:	26,036.65		
280			
CORNEGLIO AG	39.49	SUPPLIES	DSB
SAQ CONSULTING	2,000.00	MONTH CONSULTING	DSB
Total 280:	2,039.49		
490			
GFL ENVIRONMENTAL	12,294.81	MONTHLY SERVICE	DSB
Total 490:	12,294.81		
510			
ILLINOIS ENVIRONMENTAL PR	4,590.99	ANNUAL PARTICIPATION FEES	DSB
T-MOBILE	33.82	MONTHLY SERVICE	DSB
Total 510:	4,624.81		
520			
T-MOBILE	33.83	MONTHLY SERVICE	DSB
JONES, TREVER	100.00	BOOTS REIMBURSEMENT	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 520:	133.83		
530			
T-MOBILE	33.82	MONTHLY SERVICE	DSB
NICOR GAS	115.79	MONTHLY GAS	DSB
NICOR GAS	1,213.85	MONTHLY GAS	DSB
NICOR GAS	250.63	MONTHLY GAS	DSB
NEW PIG CORPORATION	243.96	SUPPLIES	DSB
SAFETY-KLEEN CORPORATION	398.77	PARTS WASHER SOLVENT	DSB
CORNEGLIO AG	86.92	SUPPLIES	DSB
CORNEGLIO AG	87.45	SUPPLIES	DSB
Total 530:	2,431.19		
Grand Totals:	59,482.28		

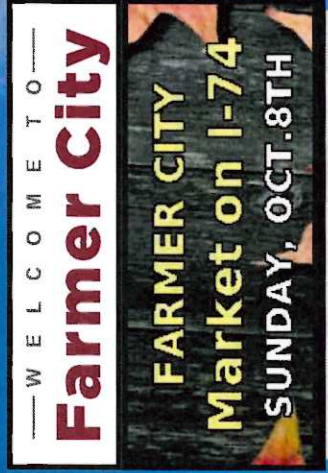
Vendor Name	Net Invoice Amount	Description	Created by
100			
EVANS FROELICH BETH AND	245.00	PERSONNEL ORDINANCE	DSB
MIDWEST MAILING AND SHIPPI	561.00	ADM - FOLDER INSERTER	DSB
LOCALGOVNEWS.ORG	1,750.00	2024 MEMBERSHIP	DSB
QUADIENT FINANCE USA INC.	200.00	POSTAGE	DSB
MEDIACOM	156.90	MONTHLY INTERNET	DSB
SIMPLIFIED COMPUTERS	220.00	ONSITE LABOR	DSB
FUTURA	248.56	PURCHASE ORDERS	DSB
HINCKLEY SPRINGS	48.99	WATER	DSB
EVANS FROELICH BETH AND	560.00	COUNCIL LEGAL	DSB
EVANS FROELICH BETH AND	262.50	ORDINANCE LEGAL	DSB
AMUNDSEN DAVIS LLC	70.00	LABOR REPRESENTATION-DEC 23	DSB
VERIZON	262.46	POLICE PHONE AND AIR CARDS	DSB
MENARDS - CHAMPAIGN	53.95	SUPPLIES RANGE	DSB
P.F. PETTIBONE & CO	36.00	ID CARD	DSB
EVERGREEN FS INC	976.64	POLICE FUEL	DSB
ENGER BROTHERS INC.	9,498.00	INSTALL PLUMBING	DSB
NAPA AUTO PARTS	229.00	MANUAL BATTERY CHARGER	DSB
NAPA AUTO PARTS	194.99	SILVERADO SUPPLIES	DSB
NAPA AUTO PARTS	18.00	CREDIT ON DEPOSIT	DSB
WALKER TIRE & EXHAUST	25.00	TIRE REPAIRS	DSB
RUSH TRUCK CENTER- CHAMP	129.80	DOOR HINGE IHC	DSB
RUSH TRUCK CENTER- CHAMP	922.97	TRUCK REPAIR- STREETS	DSB
RUSH TRUCK CENTER- CHAMP	755.46	REPAIR TRUCK-STREETS	DSB
CLASPILL AUTOMOTIVE	3,290.92	TRUCK REPAIR- STREETS	DSB
MAURER-STUTZ	3,115.00	RESURFACING	DSB
MAURER-STUTZ	1,147.50	MAINTENANCE BLDG RECON	DSB
CHAMPAIGN COUNTY REGION	772.00	MTU 12 ANNUAL TRAINING FEE	DSB
CENTRAL ILLINOIS AG	144.11	COUPLER AND MAINTENANCE	DSB
NAPA AUTO PARTS	8.66	EMERY CLOTH ROLL	DSB
EVERGREEN FS INC	371.13	STREET FUEL	DSB
EVERGREEN FS INC	19.53	PARKS FUEL	DSB
Total 100:	26,258.07		
150			
MAURER-STUTZ	13,230.69	PLUM ST IMPROVEMENTS	DSB
Total 150:	13,230.69		
510			
MAURER-STUTZ	3,575.00	WATER MAIN REPLACEMENT	DSB
JULIE INC.	232.83	ANNUAL TRANSMISSIONS	DSB
IONWARE	93.75	METERS & UPGRADE	DSB
NAPA AUTO PARTS	19.06	V-BELT	DSB
NAPA AUTO PARTS	21.94	LIGHT BULB	DSB
EVERGREEN FS INC	97.66	WATER FUEL	DSB
IMCO UTILITY SUPPLY CO	235.00	REPAIR CLAMP	DSB
WATER PRODUCTS CO.	445.43	REPAIR CLAMPS	DSB
Total 510:	4,720.67		
520			
JULIE INC.	232.83	ANNUAL TRANSMISSIONS	DSB
MEDIACOM	201.40	SEWER INTERNET	DSB
BUCHANAN, JEREMIAH	61.35	CDL LICENSE	DSB
EVOQUA WATER TECHNOLOGI	11,313.82	CHEMICALS-ODOPHOS	DSB
EVERGREEN FS INC	175.80	SEWER FUEL	DSB

Vendor Name	Net Invoice Amount	Description	Created by
Total 520:	11,985.20		
530			
JULIE INC.	232.82	ANNUAL TRANSMISSIONS	DSB
BHMG ENGINEERS	212.35	ELECTRIC UTILITY GEN SERVICES	DSB
BHMG ENGINEERS	672.75	EPA ANNUAL REPORTING	DSB
IONWARE	93.75	METERS & UPGRADE	DSB
QUADIENT LEASING USA INC.	488.04	QTRLY EQUIP RENTAL	DSB
EVERGREEN FS INC	312.53	ELEC FUEL	DSB
Total 530:	2,012.24		
Grand Totals:	58,206.87		

Vendor Name	Net Invoice Amount	Description	Created by
530			
U.S. POSTAL SERVICE	600.02	UTILITY BILL POSTAGE 1-24	DSB
IMEA	98,824.16	IMEA DECEMBER 2023	DSB
Total 530:	99,424.18		
Grand Totals:	99,424.18		

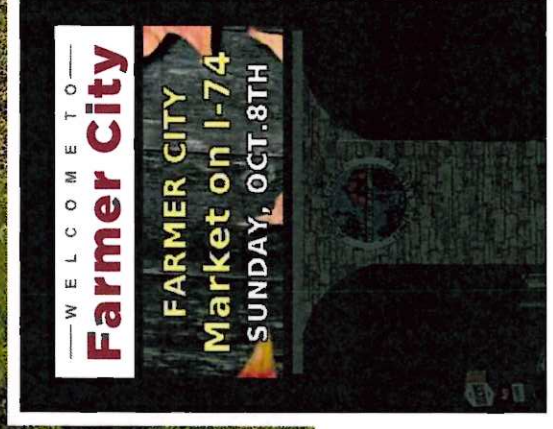
Vendor Name	Net Invoice Amount	Description	Created by
100			
MIDWEST MAILING AND SHIPPI	207.86	RED INK CARTRIDGE	DSB
CITY OF FARMER CITY	417.38	MONTHLY UTILITIES	DSB
AMERICAN LEGAL PUBLISHING	550.00	INTERNET RENEWAL	DSB
CITY OF FARMER CITY	329.82	MONTHLY UTILITIES	DSB
HEIDELBERG MATERIALS	461.56	022CM1601 FT	DSB
CITY OF FARMER CITY	118.29	MONTHLY UTILITIES	DSB
MENARDS - CHAMPAIGN	372.98	MITER SAW & JAM	DSB
CITY OF FARMER CITY	434.21	MONTHLY UTILITIES	DSB
MENARDS - CHAMPAIGN	75.22	SUPPLIES-PARKS	DSB
NAPA AUTO PARTS	31.99	FILTER WRENCH & FUNNEL	DSB
CITY OF FARMER CITY	82.01	MONTHLY UTILITIES	DSB
Total 100:	<u>3,081.32</u>		
120			
CITY OF FARMER CITY	138.35	MONTHLY UTILITIES	DSB
Total 120:	<u>138.35</u>		
280			
OAK BROS TREE CARE & REM	150.00	WHITE SPRUCE EVALUATION	DSB
Total 280:	<u>150.00</u>		
510			
SCHMIDT'S WELDING & MACHI	82.50	REPAIR TRASH PUMP	DSB
CITY OF FARMER CITY	2,181.71	MONTHLY UTILITIES	DSB
Total 510:	<u>2,264.21</u>		
520			
CITY OF FARMER CITY	8,116.64	MONTHLY UTILITIES	DSB
Total 520:	<u>8,116.64</u>		
530			
CITY OF FARMER CITY	2,921.32	MONTHLY UTILITIES	DSB
Total 530:	<u>2,921.32</u>		
Grand Totals:	<u><u>16,671.84</u></u>		

OPTION 1



Monument Sign (double-sided)

- Main ID sign, 2'-6" H x 10'-3" W, internally illuminated
- Electronic message center, 4'-5" H x 10'-3" W (4' H x 10' viewable)
- City emblem, 2'-6" H x 2'-6" W
- Pole cover: stone veneer, 15' H x 7'-6" W
- Overall height, 22'-3"



Night view

Bendsen
Signs & Graphics, Inc.
1506 E. McBride
Decatur, Illinois
62526
Phone: 217.877.2345
Fax: 217.877.2347
www.bsg1946.com

Project: City of Farmer City
Address: Route 150 & Route 54
Farmer City, IL
Account Manager: Jason Tompkins
Designer: C.C.
Scale: 1/4" = 1'
Design No. Farmer City 501
Date: 12/16/2023
Revisions: 01

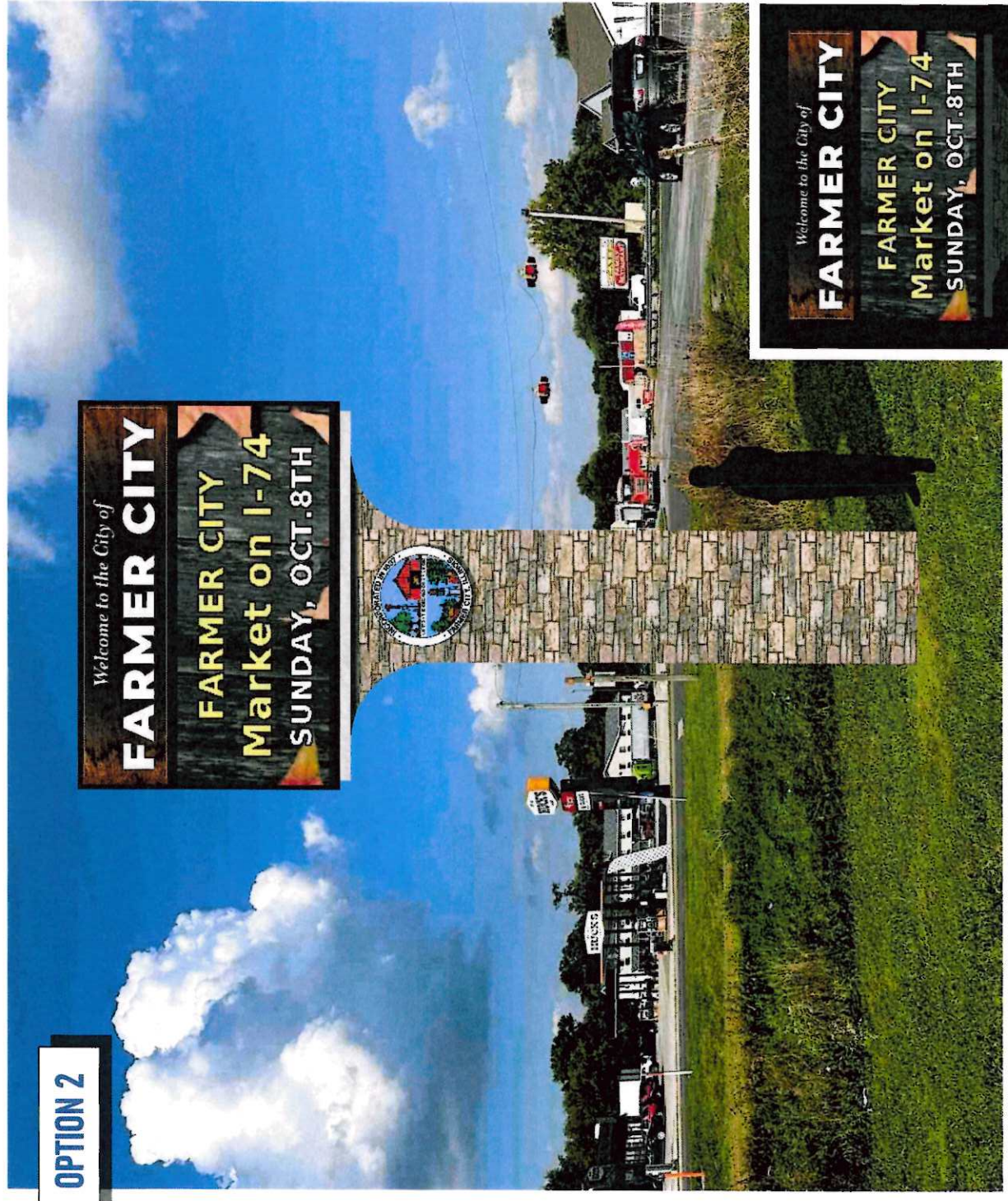
-APPROVALS-

ACCT. MANAGER	DATE
DESIGNER	DATE
CUSTOMER	DATE

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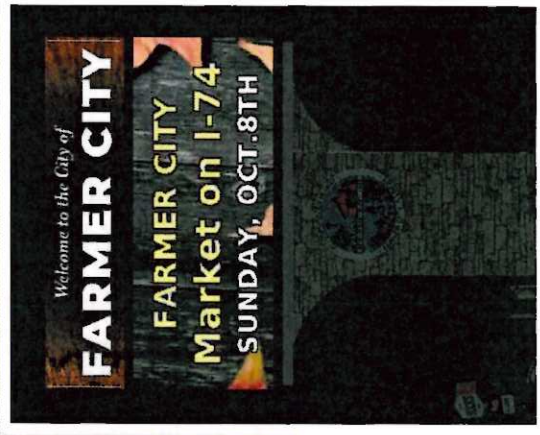
Note: Proofs will predict design layout, text accuracy, image proportion and placement. Colors on a digital screen or printed proof may not reflect actual color.

OPTION 2



Monument Sign (double-sided)

- Main ID sign, 2'-6" H x 10'-3" W, internally illuminated
- Electronic message center, 4'-5" H x 10'-3" W (4' H x 10' viewable)
- City emblem, 2'-6" H x 2'-6" W
- Pole cover: stone veneer, 15' H x 7'-6" W
- Overall height, 22'-3"



Night view



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Date: 12/16/2023

Revisions: 01

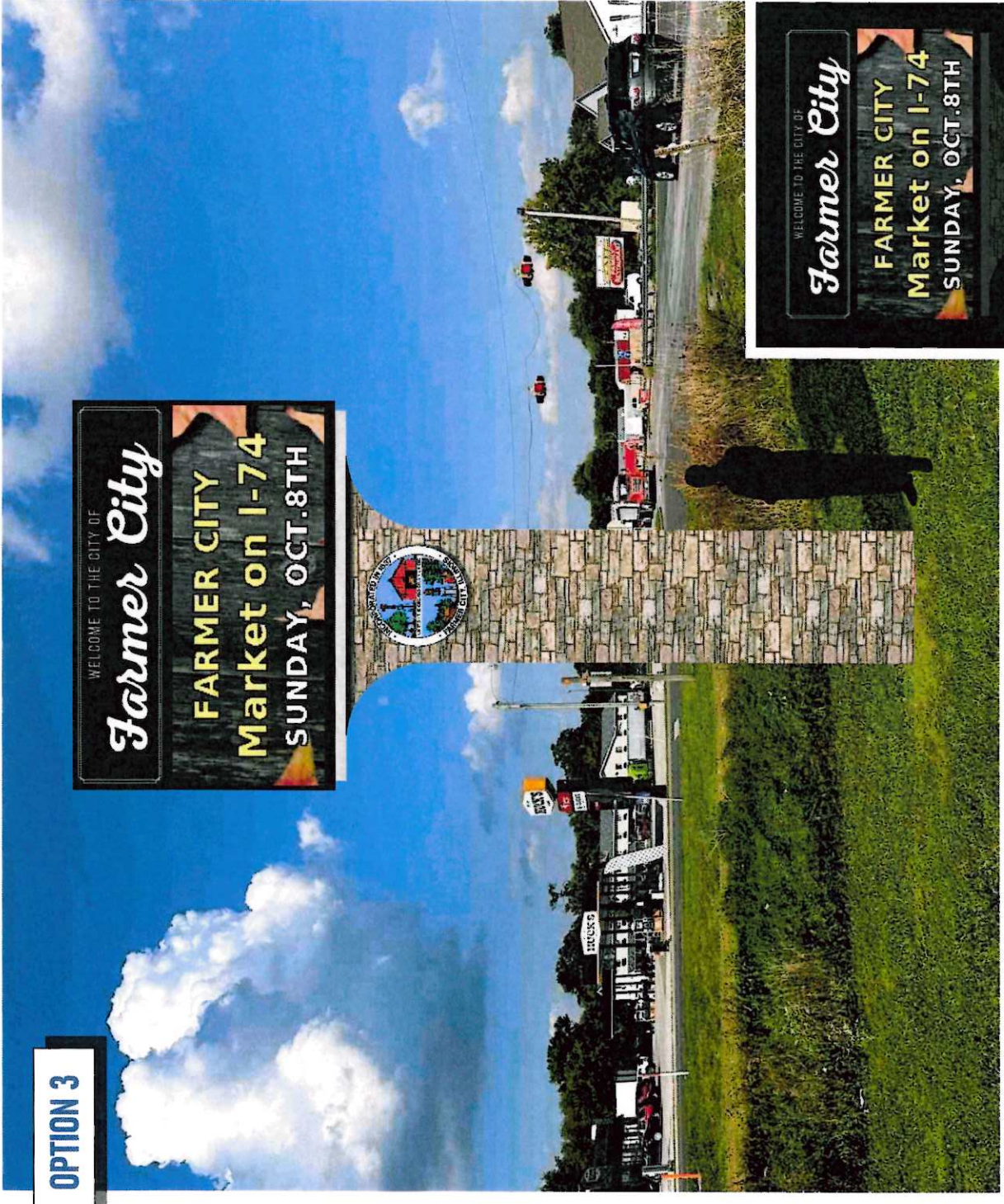
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OPTION 3



Monument Sign (double-sided)

- Main ID sign, 2'-6" H x 10'-3" W, internally illuminated
- Electronic message center, 4'-5" H x 10'-3" W (4' H x 10' viewable)
- City emblem, 2'-6" H x 2'-6" W
- Pole cover: stone veneer, 15' H x 7'-6" W
- Overall height, 22'-3"



Night view



**1506 E. McBride
Decatur, Illinois
62526
Phone: 217.877.2345
Fax: 217.877.2347
www.bsg1946.com**

Project:
City of Farmer City

Address:
Route 150 & Route 54
Farmer City, IL

Account Manager:
Jason Tompkins

Designer:
C.C.

Scale: 1/4" = 1'

Design No. Farmer City 501

Date: 12/16/2023

Revisions: 01

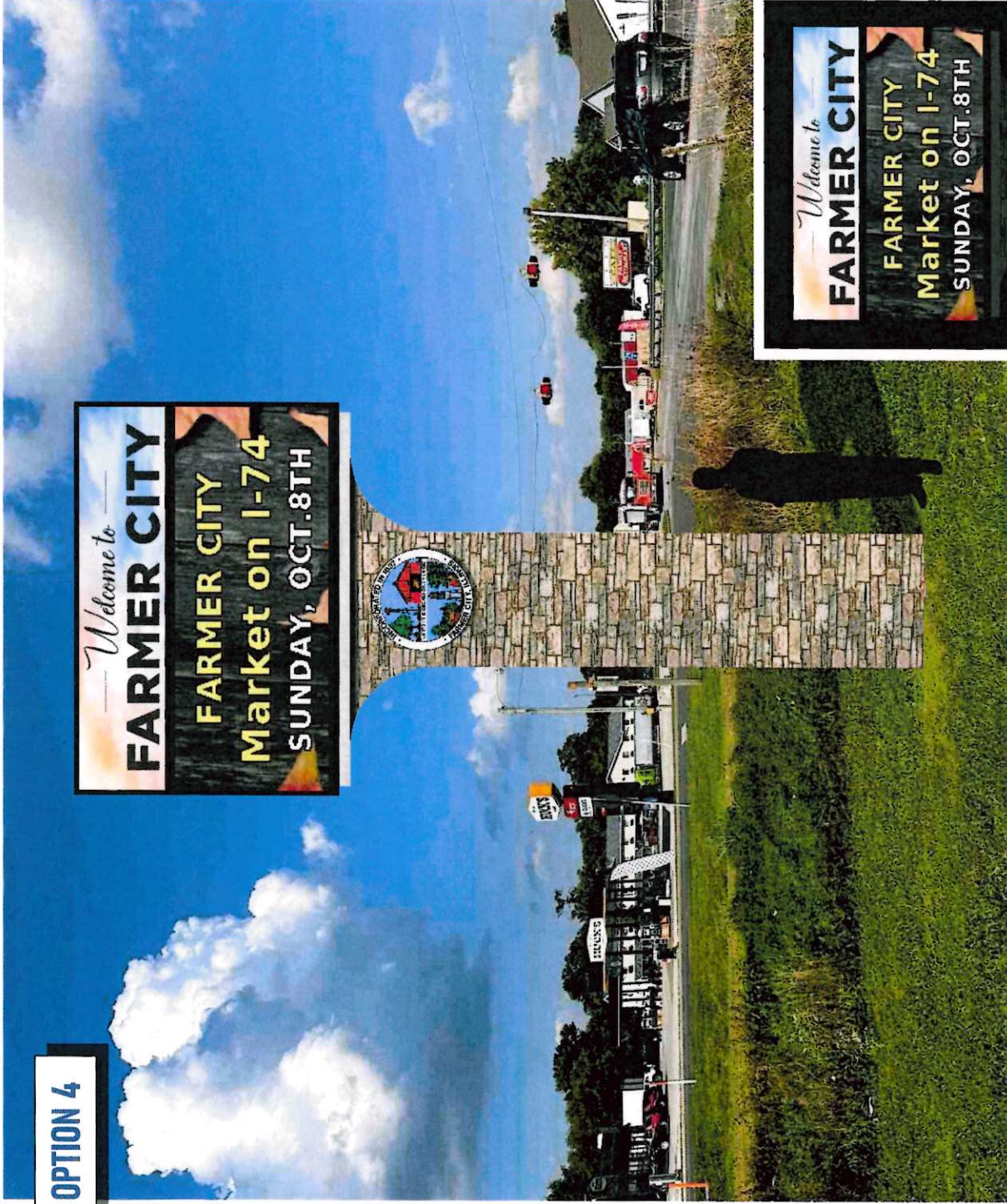
-APPROVALS-

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DESIGNER	DATE
CUSTOMER	DATE

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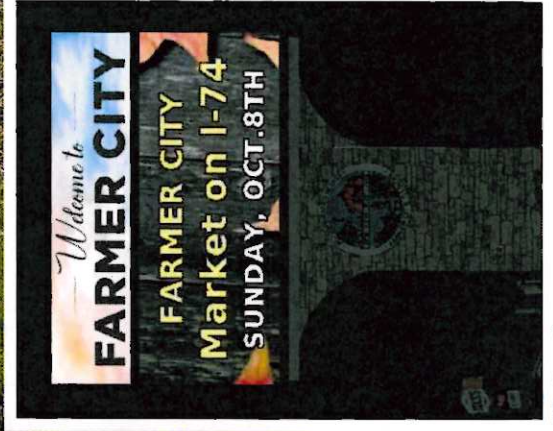
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OPTION 4



Monument Sign (double-sided)

- Main ID sign, 2'-6" H x 10'-3" W, internally illuminated
- Electronic message center, 4'-5" H x 10'-3" W (4' H x 10' viewable)
- City emblem, 2'-6" H x 2'-6" W
- Pole cover: stone veneer, 15' H x 7'-6" W
- Overall height, 22'-3"



Night view

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C.C.

Scale: 1/4" = 1'

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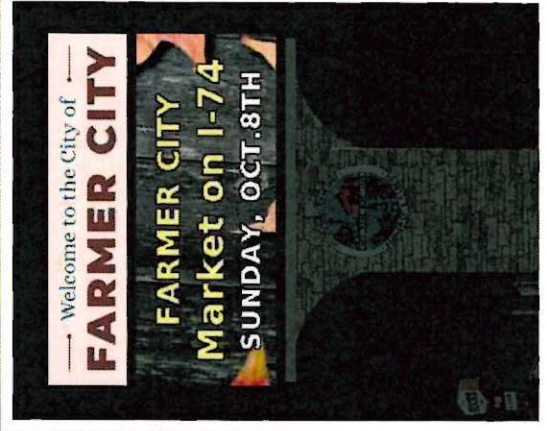
Note: Proofs will predict design layout, text accuracy, image proportion and placement. Colors on a digital screen or printed proof may not reflect actual color.

OPTION 5



Monument Sign (double-sided)

- Main ID sign, 2'-6" H x 10'-3" W, internally illuminated
- Electronic message center, 4'-5" H x 10'-3" W (4' H x 10' viewable)
- City emblem, 2'-6" H x 2'-6" W
- Pole cover: stone veneer, 15' H x 7'-6" W
- Overall height, 22'-3"



Night view

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62526
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Project: City of Farmer City
Address: Route 150 & Route 54
Farmer City, IL
Account Manager: Jason Tompkins
Designer: C.C.
Scale: 1/4" = 1'
Design No. Farmer City 501
Date: 12/16/2023
Revisions: 01

-APPROVALS-

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OPTION 6



Monument Sign (double-sided)

- Main ID sign, 2'-6" H x 10'-3" W, internally illuminated
- Electronic message center, 4'-5" H x 10'-3" W (4' H x 10' viewable)
- City emblem, 2'-6" H x 2'-6" W
- Pole cover: stone veneer, 15' H x 7'-6" W
- Overall height, 22'-3"



Night view

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62526
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Project: City of Farmer City
Address: Route 150 & Route 54
Farmer City, IL
Account Manager: Jason Tompkins
Designer: C.C.
Scale: 1/4" = 1'
Design No. Farmer City 501
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RESOLUTION NO. 2024-

**A RESOLUTION AFFIRMING THAT THE CITY OF FARMER CITY,
DEWITT COUNTY, STATE OF ILLINOIS IS NOT A SANCTUARY CITY
FOR IMMIGRATION**

WHEREAS, the City of Farmer City (the "City") is a municipal corporation duly incorporated and existing under the laws and Constitution of the State of Illinois;

WHEREAS, the City is located in Dewitt County;

WHEREAS, the City of Chicago has been a "sanctuary city" for immigration for nearly forty (40) years;

WHEREAS, the State of Illinois became a "sanctuary state" for immigration in 2017;

WHEREAS, the State of Illinois, through the City of Chicago, has accepted over 17,000 immigrants from August of 2022 through September of 2023, and is expected to receive 1,250 additional immigrants per day for the foreseeable future;

WHEREAS, the financial, housing, schools, open space, and administrative resources of the City of Chicago have been overwhelmed by the immigration crisis;

WHEREAS, the State of Illinois has initiated a process of relocating immigrants arriving in the City of Chicago to elsewhere in the state, and;

WHEREAS, the City does not have the money, housing, schools, open space, and administrative resources to accommodate the overflow of immigrants brought about by the policies of the City of Chicago and the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Farmer City, as follows:

Section 1

The recitals set forth in the above prefatory clauses are hereby adopted as the findings of the City of Farmer City and are expressly incorporated herein as a part of this resolution.

Section 2

The City of Farmer City, Dewitt County, State of Illinois is not a "sanctuary city" for immigration.

Section 3

This resolution shall be in full force and effect upon its adoption and approval.

This resolution was adopted and deposited in the office of the City Clerk of the City of Farmer City this 5th day of February, 2024.

Scott Testory, Mayor

ATTEST:

Angie Wanserski
City Clerk

ORDINANCE NO. 2024-

**AN ORDINANCE OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS
ESTABLISHING REGULATIONS FOR UNSCHEDULED INTERCITY BUSES, AND
THE DISCHARGE OF PASSENGERS TO ENSURE THE HEALTH, SAFETY AND
WELFARE OF RESIDENTS AND VISTORS TO THE CITY OF FARMER CITY**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, generally, the Corporate Authorities of each municipality may exercise powers and perform functions for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Mayor and City Council of the City of Farmer City (the "*Corporate Authorities*") are charged with the responsibility of protecting the health, safety and welfare of the residents of the City; and

WHEREAS, pursuant to 65 ILCS 5/1-2-1, the Corporate Authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed or proper; and

WHEREAS, the Corporate Authorities have the authority to adopt ordinances to promulgate rules, regulations or policies pertaining to its government and affairs; and

WHEREAS, unscheduled buses have been stopping in multiple municipalities to unload passengers within those municipalities; and

WHEREAS, the Corporate Authorities find that it is in the best interests of the City, its employees, its residents, and visitors to establish regulations for the safe and orderly stopping, standing, and parking of unscheduled buses and the discharge of passengers within the City; and

WHEREAS, the Corporate Authorities determined that the unloading of passengers from

unscheduled buses in inclement or severe weather conditions or at varied unscheduled hours, days, or locations in the City without a coordinated plan poses a significant threat to the health, welfare, and safety of passengers; and

WHEREAS, the Corporate Authorities further find that time is of the essence due to the threat of immediate increase in demands on limited City resources resulting from the potential unloading of passengers from an unscheduled bus within the City; and

WHEREAS, the Corporate Authorities declare that a crisis exists within the City as it relates to the unloading of passengers from unscheduled buses; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety and welfare of the residents of the City to establish the regulations herein specified to ensure necessary City services and programs are prepared ahead of time.

THEREFORE, BE IT ORDANED by the Mayor and City Council of the City of Farmer City, Dewitt County, Illinois, as follows:

SECTION ONE: That the above recitals and legislative findings are found to be true and correct by the Corporate Authorities and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety in this Section One.

SECTION TWO: That the Corporate Authorities find and declare that the regulations and requirements herein established are to protect and ensure the health, safety, and welfare of the residents of the City and are further undertaken in accordance with and pursuant to the exercise of the City's police powers and general powers over the City health, safety and welfare.

SECTION THREE: The purpose of this Ordinance is to approve and adopt a policy for the benefit of the City, its employees, its residents, and visitors to the City, and to authorize the Chief of Police and City Manager to take any and all action necessary to effectuate and carry out the policy herein established.

SECTION FOUR: The Policy of the City of Farmer City Establishing Regulations for Unscheduled Buses and Discharge of Passengers, a copy of which is attached hereto and made a part hereof, as Exhibit A (the "*Policy*"), is hereby authorized and approved.

SECTION FIVE: The officials, officers, employees, and attorneys of the City are hereby authorized to take all actions necessary to carry out, give effect to, and consummate the Policy, and to take all action reasonably required in conformity therewith. The officials, officers, employees, and attorneys of the City are hereby further authorized and directed to draft and disseminate any and all necessary applications or forms to be utilized to effectuate and enforce the Policy and this Ordinance.

SECTION SIX: This Ordinance, and its parts, are declared to be severable and any sentence, section, paragraph, sub-paragraph, clause, provision, or portion of this Ordinance or its Policy is declared unconstitutional, invalid or unenforceable said shall be excluded and deemed inoperative or unenforceable, as though not provided for herein, and shall not affect the validity or enforceability of any other part of this Ordinance and its Policy, which shall remain unaffected, unimpaired, valid and in full force and effect. It is hereby declared to be the express legislative intent of the Corporate Authorities that this Ordinance and its Policy would have been authorized and adopted as if no such unconstitutional, invalid, or unenforceable part was included in this Ordinance or its Policy.

SECTION SEVEN: That if any part or portion of this ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this ordinance.

SECTION EIGHT: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as I hereby authorized to be done by the Mayor and City Council.

PASSED by the City Council of the City of Farmer City, Dewitt County, Illinois, this 5th day of February, 2024.

Scott Testory
Mayor

(SEAL)

ATTEST:

Angie Wanserski
City Clerk

EXHIBIT A

A POLICY OF THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS ESTABLISHING REGULATIONS FOR UNSCHEDULED BUSES AND THE DISCHARGE OF PASSENGERS

I. **Definitions.**

For the purpose of this Policy, the following definitions shall apply unless the context clearly indicates or requires a different meaning. The singular or plural is included in any circumstances.

Application shall mean a form that the Chief of Police or City Manager makes available for receiving and reviewing proposed bus operations.

Approval shall mean written notice that the Chief of Police or City Manager has received, reviewed, and determined that an application satisfies the requirements of the City and this Policy.

Regularly Scheduled Bus shall mean any bus that operates trips on a predictable and recurring basis between two or more designated and authorized locations or established routes, following a fixed schedule that is published in advance and available to the general public, and provides transportation service in exchange for payment of a fare.

Unscheduled Bus shall mean any bus used for the transportation of passengers originating from a location outside of Illinois that is not a regularly scheduled bus and operating pursuant to written authorization of the Chief of Police or City Manager approving a specific schedule to pick-up or drop-off passengers at an approved location in the City.

City shall mean the City of Farmer City, Dewitt County, Illinois.

II. Applicability.

The application, review, and approval process pursuant to the limitations and requirements of this Policy for unscheduled buses shall apply to all operators seeking an unscheduled bus service for a specified date, time and location for the loading or unloading of passengers in accordance with approved written authorization as herein required.

III. Notice and Application Required.

The operator of any unscheduled bus must make an application for approval to arrive and load or unload passengers in the City on the appropriate application form made available by the Chief of Police or City Manager. All applications for unscheduled bus service must be received by the Chief of Police or City Manager a minimum of five (5) full business days prior to the requested date of arrival identified in the application. All applications shall include a proposed passenger list, and the operator shall be required to perform background checks on each passenger over the age of eighteen and shall provide copies of same to the Chief of Police or City Manager as part of the application process. Each application for an unscheduled bus for the unloading of passengers must include an order authorizing such unscheduled bus for the unloading of passengers executed by the head of the public body originating the transfer of or loading of passengers.

IV. Processing and Approval of Application.

Applications for unscheduled buses will be reviewed on first-come, first-serve basis. No more than one (1) application, regardless of operator, shall be approved by the Chief of Police or City Manager for a specific date or location.

V. Passenger Loading and Unloading Day and Hour Restriction.

Unscheduled buses shall load or unload passengers within the City only between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday, and not at any time on a Saturday, Sunday, or designated federal, state or City legal holiday.

VI. Passenger Loading and Unloading Location.

Unscheduled buses shall only load or unload passengers at a location authorized by the Chief of Police or City Manager, which shall be listed on the approved application.

VII. Punctuality of Passenger Loading and Unloading.

For any given written approval, unscheduled buses must arrive no sooner than 15 minutes before, and no later than 30 minutes after, the approved arrival time, otherwise the application shall be considered invalid. Any loading or unloading of passengers outside of the aforesaid schedule window shall result in a \$750.00 fine per passenger upon the bus operator.

VIII. Proof of Approved Application to Load or Unload a Passenger.

Every operator of unscheduled buses must carry a physical or electronic copy of an approved application and present it for inspection at the location of loading or unloading passengers at the request of any employee of the City.

IX. Penalty.

Any operator of an unscheduled bus that attempts to or does in fact load or unload passengers without an approved application shall be subject to a \$750.00 fine per passenger.



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: February 5, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: 109 S Main St

The City Council and I received a packet of information from Rachel Cox with Nightmare on Main regarding the potential use of 109 S Main St. In this packet, she included, (1) her goals, (2) an article regarding paranormal tourism, (3) a white paper regarding her request, (4) a Certificate of Insurance, (5) a Rental Waiver, (6) (proposed) Rules, (7) a draft Lease Agreement and (8) an example of an ordinance establishing a Historic Preservation Commission.

I have reviewed all of these documents and have comments/concerns. I will break it down, but overall, while the future of this building is undecided, I do not believe it is in the best interest of the City to long-term lease it to Rachel Cox and I will explain.

- (1) In her Overview, she proposes to raise funds to rehab the building, assist the grocery co-op and/or fund an Historic Preservation Commission. She also contemplates that it will generate enough revenue to also be a source of funds for the Historical Society.

She believes it will generate additional foot traffic to downtown, but later in the packet discusses how most of the rentals will be overnight. I would be interested to see what kind of foot traffic is currently generated at the Historical/Genealogical office.

In the Specifications of this Overview, she proposes to lease it for 5 years for "overnight paranormal investigations." She will charge \$300/rental and she will keep \$75 to cover her expenses. The additional \$225, later in the White Paper, she proposes to give to the grocery co-op or Historical Preservation Commission.

In the Restoration portion of the Overview, she states the potential for upgrades to HVAC, plumbing and electrical. But she says she will refer it to the City if it's a severe problem. I can only guess that she would refer it to the City for funding assistance?

- (2) In the article regarding paranormal tourism, one of the main attractions highlighted in the article states “This year, (the owner) expects to bring in about \$6,000 to \$7,000.” While nationally, this type of tourism may bring in \$300 million, if the house highlighted in the article only brings in \$6-7,000 a year and “October accounts for about one-third of the year’s total income” The medical office here certainly can’t be compared to a state penitentiary mentioned in the article either. So, I’m not sure how Ms. Cox believes 109 S Main St will generate \$40,000 per year.
- (3) In Ms. Cox’ white paper memo, she references \$300 donation per rental, of which she would keep \$75 and donate \$225 to (blank). This indicates that the City is to receive no funding for this “lease.” If the City leases out a property, it is required to pay real estate taxes on that property. In addition, there will be insurance and utility costs, which are about \$100 per month.

Ms. Cox references that she would maintain and keep up the building using funds generated by the rentals. She states that she would address mold remediation at a cost of \$120; questionable structural support in the basement for \$50 and ask us for funding assistance if tuckpointing and sealing is needed. She also states there is plaster that needs patched in the “upstairs” for \$20 – I’m not sure to what upstairs she’s referencing (the main floor at 109 S Main or the upstairs at 105 S Main – City Hall)?

She admits that she is unaware of whether there is lead paint, which could lead to further necessary improvements. She has also requested exterior lighting for safety, which is unclear as to whether she intends for the City to pay.

Finally, she lists Wifi, insurance and security cameras as items she intends to provide, but asks the City to continue to pay the utilities until her business can cover them.

Her final statement, “I am willing to give up rentals or decrease my price at my building rather than lose one here to ensure this property succeeds and can start to financially support the larger project.” Her current property is in the center of downtown and would certainly generate far more walk-ins during the day than a Historical Society.

(6) Ms. Cox provided her (Proposed) Rules for those renting from her. She suggests to keep the water shut off and that those who rent the facility go to a public restroom (Casey’s or Huck’s). I fear that public urination in the alley may become a problem.

(7) Ms. Cox provides a draft Lease between the City and her. In section II, she suggests an extension beyond month to month after a set time in case there’s a “larger project needs finished.” Again, I raise concerns about intentions to permanently rehab this building.

She states “In lieu of traditional rent, she will be attending Council meetings and provide reports and receipts.” So, again, the City will not be receiving any monies. She is also proposing in Section XI that she not pay any down payment or Security Deposit (Section XIV).

In Section XVII, she proposes that if we were to sell the property, the new owner would have no remedy in which to terminate this agreement.

In Section XVIII, she contemplates that the City will pay the utilities including trash disposal, I assume, until she can cover the cost, but does not provide a distinct timeline.

In Section XXX, it is contemplated that the City will not have the right to enter the Premises when being rented by paranormal groups. She also states that Police should disregard 911 calls unless they come from the Tenant, which is not acceptable.

In Section XXXIX, I have concern regarding the two conditions under which the premises would be surrendered. (a) a move out date has passed and no one is living there (no one will be living there to begin with) or (b) "access to the premises have been turned in" (I assume this means the keys) or whichever comes first.

Finally, in Section XLII, it references Equal Housing and that the City would have to provide reasonable modifications to the Premises if necessary. Again, this is one of the concerns I've raised previously in terms of this building not being ADA accessible.

CONCERNS/RECOMMENDATIONS

1. City will not receive any funds to help maintain the property (utilities, taxes, major improvements). Therefore, the taxpayers will be required to pay for the upkeep, taxes and repairs on the building mostly for her private use. I think there needs to be a discussion with the Historical Society as to why its current location needs to be moved.
2. Ms. Cox/Nightmare on Main will probably not have the funds to properly improve the buildings as she proposes and the City will be on the hook to make repairs for which it did not budget or intend including HVAC, structural support and exterior lighting and ADA improvements.
3. Major changes would need to be made to the draft Lease per my comments above

I would recommend, if the Council wants to pursue a lease, that the City either lease it for a set amount of money for a determined amount of time or event lease it without any substantive improvements on a case by case basis.

I have apprehension in allowing Ms. Cox, the Historical Society or a Historic Preservation Commission to take the property over and improve it long term. The City may not need to expand at this time, but this property protects the City from being landlocked and it may face difficulty getting any tenants to vacate the premises when desired.

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

PROJECT: **Proposed Maintenance Building**
 Farmer City, IL

ENGINEER: Maurer-Stutz
 1670 E. Ash Ave, Canton, IL 61520

CONTRACT FOR: **General Contract**
 1670 E. Ash Ave, Canton, IL 61520

APPLICATION NO. **Three**
 DATE: 12/31/2023
 PERIOD TO: 12/31/2023

CONTRACT DATE: 7/10/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
APPROVED C.O.'S BY OWNER	TOTAL		
Approved this Month			
Number	Date Approved		
One	7/10/2023		-112,836.00
Two	8/15/2023		15,390.00
TOTALS		0.00	-97,446.00

Net Change by Change Orders: -97,446.00

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.....\$ -97,446.00
 3. CONTRACT SUM TO DATE (Line 1+/-2).....\$ \$661,454.00
 4. TOTAL COMPLETED & STORED TO DATE.....\$ \$396,588.00
 (Column G on G703)

5. RETAINAGE:
 a. 10% of Completed Work.....\$ \$39,658.80
 (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).....\$ \$39,658.80
 6. TOTAL EARNED LESS RETAINAGE.....\$ \$356,929.20
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....\$ 74,356.20
 8. CURRENT PAYMENT DUE.....\$ \$282,573.00
 9. BALANCE TO FINISH, PLUS RETAINAGE.....\$ \$304,524.80
 (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: *Greg M...* Date: 12/31/23

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

Approved for Payment: *Jean M...* Date: 01-10-2024
 (Agency or Architect)

CURRENT PAYMENT DUE: \$282,573.00

**Proposed Maintenance Building
Farmer City, IL**

APPLICATION NUMBER: **3**
APPLICATION DATE: **12/31/2023**

A ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F TOTAL COM- PLETED & STORED	G % (F-C)	H BALANCE TO FINISH	I RETAINAGE 10%
			FROM PREV. APPLICATION	APPLICATION					
1	Sitework, Erosion, Rock, Seed/Straw (CO#1)(CO#2)	18,300.00	18,300.00	0.00	0.00	18,300.00	100%	0.00	1,830.00
2	Water Main (CO#1)	0.00	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	0.00	0%	0.00	0.00
4	Electrical Service to Meter Base/CT Cab (CO #1)	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
5	Concrete w/ 4" Base Rock, Vapor Barrier	40,750.00	0.00	0.00	30,000.00	30,000.00	74%	10,750.00	3,000.00
6	Rock Floor in Cold Storage	6,000.00	0.00	0.00	0.00	0.00	0%	6,000.00	0.00
7	Post Frame Building	158,647.00	39,662.00	118,985.00	118,985.00	158,647.00	100%	0.00	15,864.70
8	OH Doors	36,000.00	0.00	30,000.00	30,000.00	30,000.00	83%	6,000.00	3,000.00
9	Exterior Walk Doors	8,275.00	0.00	6,000.00	6,000.00	6,000.00	73%	2,275.00	600.00
10	Interior Framing W/ Liner Panel	53,065.00	0.00	23,065.00	23,065.00	23,065.00	43%	30,000.00	2,306.50
11	Interior Doors	5,340.00	0.00	0.00	0.00	0.00	0%	5,340.00	0.00
12	Sound Batt Insulation	500.00	0.00	0.00	0.00	0.00	0%	500.00	0.00
13	Drywall (CO #1)	0.00	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	0.00	0%	0.00	0.00
15	Acoustical Ceiling Tile & Track	3,766.00	0.00	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	0.00	0%	0.00	0.00
17	Bollard Covers	1,000.00	0.00	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	0.00	0%	0.00	0.00
19	Restroom Accessories	500.00	0.00	0.00	0.00	0.00	0%	500.00	0.00
20	Flooring & Base Trim	7,288.00	0.00	0.00	0.00	0.00	0%	7,288.00	0.00
21	Ceiling Fans (CO #1)	0.00	0.00	0.00	0.00	0.00	0%	0.00	0.00
22	Sieve for Nicor Gas Line	2,800.00	0.00	0.00	0.00	0.00	0%	2,800.00	0.00
23	Trench Drain & Separator	27,000.00	0.00	13,000.00	13,000.00	13,000.00	48%	14,000.00	1,300.00
24	Plumbing w/ Eye Wash Station	17,500.00	0.00	5,000.00	5,000.00	5,000.00	29%	12,500.00	500.00
25	Gas Piping	4,100.00	0.00	0.00	0.00	0.00	0%	4,100.00	0.00
26	HVAC (w/ CO #1)(CO #2)	22,868.00	0.00	0.00	0.00	0.00	0%	22,868.00	0.00
27	Fire Alarm System	18,400.00	0.00	0.00	0.00	0.00	0%	18,400.00	0.00
28	Electrical (W/ CO #1)	137,800.00	0.00	54,000.00	54,000.00	54,000.00	39%	83,800.00	5,400.00
29	General Conditions (W/ CO #1)	7,900.00	1,370.00	615.00	1,985.00	1,985.00	25%	5,915.00	198.50
30	OH, P & Supervision (W/CO #1)	68,477.00	8,108.00	33,305.00	41,413.00	41,413.00	60%	27,064.00	4,141.30
31	Bonding Fees	15,178.00	15,178.00	0.00	15,178.00	15,178.00	100%	0.00	1,517.80
32									
33									
34									
35									
36									
37									
TOTALS		661,454.00	82,618.00	313,970.00	396,588.00	60%	264,866.00	39,658.80	