

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, MARCH 18, 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
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 March 4, 2024 council minutes
- B. Fund Warrant List

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Approve change order request #4 to Building Systems to increase the street garage construction bid by \$1436.00.
- B. Approve payout request #4 to Building Systems in the amount of \$215,541.00.
- C. Discussion regarding use of South Park by Farmer City Haunted Forest.
- D. Discussion regarding sunflowers on the square.
- E. Ordinance 1113 an ordinance amending Chapter 51 Section 51.057 (C) of the City of Farmer City code of ordinances, entitled permit fees.
- F. Ordinance 1114 an ordinance amending Chapter 51 Section 51.123 (C) of the City of Farmer City code of ordinances, entitled permit fees.
- G. Discussion regarding adding Chapter 38: Zoning Commission
- H. Approval of a Development Agreement with Tabeing Development Company.
- I. Approval of the bid for the Market St Water Main project to Cross Construction for \$197,304.00.
- J. Ordinance 1115 approving the vacation of ROW between Van Buren and Rt. 150 to Scott and Janet Whitehouse.

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

MARCH 4, 2024 6 p.m.

ROLL CALL Present: Councilmembers Shelley Friedrich, David Walsh, Jason Strough and Mayor Scott Testory. Absent: Councilmember Willard McKinley.

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

PLEDGE OF ALLEGIANCE TO THE FLAG

PRESENTATION

PUBLIC COMMENT Susan Ryan from the Farmer City Genealogical & Historical Society spoke regarding the history of the organization. The FCGHS originated at the town's 150th celebration in 1987 and became incorporated in 1988. The museum is located at 224 S Main and contains local donated items. Membership is \$15 a year and includes 4 quarterly publications. The executive board is meeting this Thursday at 5pm. All are welcome.

Bob Tharp lives next to the retention pond at Prairie Ridge. The area is filled with weeds and he would like a city worker to mow them down so he can plant wildflowers. City manager McLaughlin assured him that the city could accommodate his request.

Tina Harrison passed out a flyer to council that showed Outreach upcoming events.

CONSENT AGENDA

- A. Approval of the minutes of the February 5, 2024 council meeting.
- B. Fund Warrant List

MOTION by Friedrich, seconded by Strough, to approve the consent agenda. Voting yes: Friedrich, Walsh, Strough and Testory. Motion carried.

UNFINISHED BUSINESS

NEW BUSINESS

- A. Approval of the low bid for repaving miscellaneous streets to Eppel & Co in the amount of \$121,770.70.

This is for a list of streets that were discussed during last year's budget. The streets include sections of the following: W Green, William, E Water, Ogle Dr, Market St and Main St.

MOTION by Friedrich, seconded by Strough, to approve the low bid for repaving miscellaneous streets to Eppel & Co in the amount of \$121,770.70. Voting yes: Friedrich, Walsh, Strough and Testory. Motion carried.

- B. Approval of the low bid for the MFT project on Crabtree Court to Cross Construction in the amount of \$25,089.

MOTION by Friedrich, seconded by Strough, to approve the low bid for the MFT project on Crabtree Court to Cross Construction in the amount of \$25,089. Voting yes: Friedrich, Walsh, Strough and Testory. Motion carried.

- C. Resolution 2024-96 resolution entering into an intergovernmental agreement between Blue Ridge School District and the City of Farmer City.

The school board has offered to reimburse 55% of the crossing guard salary for the next 2 school terms.

MOTION by Walsh, seconded by Strough, to approve Resolution 2024-96 a resolution entering into an intergovernmental agreement between Blue Ridge School District and the City of Farmer City. Voting yes: Friedrich, Walsh, Strough and Testory. Motion carried.

- D. Discussion regarding Rainbow Park sign.

Mayor Testory expressed that he would like to have a rainbow symbol on the sign for the city's newest playground. Council was presented with 3 options created by Councilmember Friedrich. It was decided that the new park would be named Prairie Ridge Park and the sign would include a rainbow and have a green border. Councilman Walsh commented he would like the Weedman Park sign repainted.

- E. Resolution 20247-97 affirming that the City of Farmer City, DeWitt County, State of Illinois is not a sanctuary city for immigration.

The Chicago mayor and Illinois governor are moving illegal immigrants downstate. This resolution is being passed in order to deter a "drop and run" situation.

MOTION by Strough, seconded by Friedrich, approving Resolution 2024-97 affirming that the City of Farmer City, DeWitt County, State of Illinois is not a sanctuary city for immigration.

Voting yes: Friedrich, Walsh, Strough and Testory. Motion carried.

- F. Ordinance 1112 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 visitors to the City of Farmer City.

This ordinance was designed to give the police department more authority should illegal immigrants be unloaded within the city.

MOTION by Friedrich, seconded by Strough, approving Ordinance 1112 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 visitors to the City of Farmer City. Voting yes: Friedrich, Walsh, Strough and Testory. Motion carried.

CITY MANAGER REPORT

City Manager McLaughlin stated that the mowing job ad will close this Friday. The Clinton YMCA is offering lifeguard certifications over Blue Ridge school's spring break. She also confirmed that the pool crack on the south wall is slated to be fixed this spring.

NON-AGENDA ITEMS AND OTHER BUSINESS

ADJOURNMENT

MOTION by Strough, seconded by Walsh, to adjourn the meeting. Voting yes: Friedrich, Walsh, Strough and Testory. Motion carried.

Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description	Created by
100			
ILLINI FIRE EQUIPMENT	48.50	FIRE EXTINGUISHER TEST/MAINT	DSB
PRESTO-X	58.42	MONTHLY SERVICE	DSB
MIDWEST MAILING AND SHIPPI	561.00	RENTAL-FOLDER INSERTER	DSB
WATTS COPY SYSTEMS INC	221.04	MONTHLY COPIER FEES	DSB
COOPER, BILLIE	300.00	MONTHLY CLEANING	DSB
T-MOBILE	33.83	T-MOBILE FEB 24	DSB
PETTY CASH	11.94	PETTY CASH 3-13-24	DSB
PETTY CASH	6.94	PETTY CASH 3-13-24	DSB
CITY OF FARMER CITY	597.78	MONTHLY UTILITIES	DSB
NICOR GAS	174.20	NICOR GAS	DSB
NICOR GAS	283.36	NICOR GAS	DSB
SIMPLY SENNETT	50.00	WEBSITE	DSB
T-MOBILE	30.80	INTERNET FEB24	DSB
TESTORY, SCOTT	28.34	MEAL EXPENSES IMEA	DSB
CORNEGLIO AG	40.94	GUN RANGE ITEMS	DSB
CLASPILL AUTOMOTIVE SALES	202.17	DODGE CHARGER SERVICE	DSB
CLASPILL AUTOMOTIVE SALES	115.02	DODGE DURANGO OIL CHANGE	DSB
HENNEPIN BOAT STORE	105.40	GOLF CART STICKERS 2024	DSB
AMUNDSEN DAVIS LLC	985.50	GEN LABOR LEGAL SERVICES	DSB
ILLINI FIRE EQUIPMENT	166.50	FIRE EXTINGUISHER TEST/MAINT	DSB
MID-STATES ORGANIZED CRIM	100.00	2024 DUES	DSB
CITY OF FARMER CITY	441.46	MONTHLY UTILITIES	DSB
MENARDS - CHAMPAIGN	117.25	GUN RANGE SUPPLIES	DSB
CORNEGLIO AG	9.26	POLICE BLDG SUPPLIES	DSB
CORNEGLIO AG	46.54	POLICE BLDG SUPPLIES	DSB
RAY O HERRON	340.95	UNIFORMS	DSB
RAY O HERRON	833.64	UNIFORMS	DSB
RAY O HERRON	73.84	SMITH AND WARREN NAMES	DSB
CORNEGLIO AG	9.18	POLICE BLDG SUPPLIES	DSB
CORNEGLIO AG	5.58	POLICE BLDG SUPPLIES	DSB
CABINETLAND	7,981.62	GUN RANGE CABINETS	DSB
ILLINI FIRE EQUIPMENT	371.25	ANNUAL INSPECTION/MAINTENANCE	DSB
T-MOBILE	33.82	T-MOBILE FEB 24	DSB
CITY OF FARMER CITY	179.57	MONTHLY UTILITIES	DSB
CORNEGLIO AG	7.99	ANGLE PLUG	DSB
CORNEGLIO AG	15.98	ELECTRICAL PLUG & SCREWDRIVER	DSB
MENARDS - CHAMPAIGN	389.70	STREETS FIRE SUPPLY ITEMS	DSB
SAM'S DRYWALL	4,290.00	DRYWALL INSTALLATION	DSB
LEROY TRUE VALUE HARDWAR	185.00	50LB SEED	DSB
T-MOBILE	33.83	T-MOBILE FEB 24	DSB
CITY OF FARMER CITY	322.42	MONTHLY UTILITIES	DSB
PETTY CASH	4.75	PETTY CASH 3-13-24	DSB
CITY OF FARMER CITY	82.01	MONTHLY UTILITIES	DSB
Total 100:	<u>19,897.32</u>		
120			
CITY OF FARMER CITY	126.72	MONTHLY UTILITIES	DSB
Total 120:	<u>126.72</u>		
270			
ILLINI CONTRACTORS SUPPLY	258.00	BLOWER/CHARGER	DSB
Total 270:	<u>258.00</u>		

Vendor Name	Net Invoice Amount	Description	Created by
280			
SAQ CONSULTING INC.	2,000.00	MARCH 24 CONSULTING SERVICES	DSB
Total 280:	2,000.00		
490			
GFL ENVIRONMENTAL	12,294.81	MONTHLY SERVICE FEES FEB 24	DSB
Total 490:	12,294.81		
510			
ILLINI FIRE EQUIPMENT	22.50	FIRE EXTINGUISHER TEST/MAINT	DSB
T-MOBILE	33.82	T-MOBILE FEB 24	DSB
CITY OF FARMER CITY	2,537.02	MONTHLY UTILITIES	DSB
CORNEGLIO AG	62.46	GLOVES, CLAMPS, BOLTS	DSB
USA BLUEBOOK	73.15	STOPPER DUMP TUBES	DSB
USA BLUEBOOK	375.70	REPLACEMENT CAP, MANHOLE ITEMS	DSB
CORE & MAIN	1,810.00	LIVE TAP KIT	DSB
IMCO UTILITY SUPPLY CO	124.00	1" CTS FITTING	DSB
Total 510:	5,038.65		
520			
CLASPILL AUTOMOTIVE SALES	1,035.10	SEWER VEHICLE MAINT & REPAIR	DSB
ILLINI FIRE EQUIPMENT	22.50	FIRE EXTINGUISHER TEST/MAINT	DSB
T-MOBILE	33.83	T-MOBILE FEB 24	DSB
CITY OF FARMER CITY	9,249.68	MONTHLY UTILITIES	DSB
Total 520:	10,341.11		
530			
MENARDS - CHAMPAIGN	268.96	ELECTRIC REPAIR SUPPLY ITEMS	DSB
CORNEGLIO AG	13.68	VEHICLE SUPPLIES	DSB
ILLINI FIRE EQUIPMENT	317.50	ANNUAL INSPECTION/MAINTENANCE	DSB
ILLINI FIRE EQUIPMENT	567.00	ANNUAL INSPECTION/MAINTENANCE	DSB
ALTORFER INC.	3,013.00	GENERATOR SERVICE-10-10087	DSB
ALTORFER INC.	3,013.00	GENERATOR SERVICE-10-10088	DSB
JM TEST SYSTEMS LLC	4,228.50	ESL ONSITE TESTING	DSB
T-MOBILE	33.82	T-MOBILE FEB 24	DSB
PETTY CASH	15.87	PETTY CASH 3-13-24	DSB
CITY OF FARMER CITY	3,607.76	MONTHLY UTILITIES	DSB
NICOR GAS	574.95	NICOR GAS	DSB
NICOR GAS	1,537.80	NICOR GAS	DSB
NICOR GAS	417.60	NICOR GAS	DSB
MCMASTER-CARR	106.03	SUPPLIES FIRE	DSB
PROGRESSIVE CHEMICAL & LI	178.38	SUPPLIES	DSB
SAFETY-KLEEN CORPORATION	403.12	SUPPLIES	DSB
ANIXTER INC	65.22	ELECTRIC SUPPLIES	DSB
ANIXTER INC	62.97	ELECTRIC SUPPLIES	DSB
ANIXTER INC	153.00	ELECTRIC SUPPLIES	DSB
ANIXTER INC	40.42	ELECTRIC SUPPLIES	DSB
PETTY CASH	38.00	PETTY CASH 3-13-24	DSB
PETTY CASH	3.00	PETTY CASH 3-13-24	DSB
Total 530:	18,659.58		
Grand Totals:	68,616.19		

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** APPLICATION NO. **Four**
 Farmer City, IL DATE: 2/28/2024
 PERIOD TO: 2/28/2024
 ENGINEER: Maurer-Stutz
 1670 E. Ash Ave, Canton, IL 61520 CONTRACT DATE: 7/10/2023

CONTRACTOR'S APPLICATION FOR PAYMENT

APPROVED C.O.'S BY OWNER		ADDITIONS	DEDUCTIONS
TOTAL			
Approved this Month	Date Approved		
One	7/10/2023		-112,836.00
Two	8/15/2023	15,390.00	
Three	2/1/2024	4,359.00	
Four	3/1/2024	1,436.00	
TOTALS		21,185.00	-112,836.00
Net Change by Change Orders:			-91,651.00

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.....\$ -91,651.00
3. CONTRACT SUM TO DATE (Line 1+/-2).....\$ \$667,249.00
4. TOTAL COMPLETED & STORED TO DATE.....\$ \$636,078.00
(Column G on G703)
5. RETAINAGE:
 - a. 10% of Completed Work.....\$ \$63,607.80
(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).....\$ \$63,607.80
 \$572,470.20

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 Mull Date: 3/1/24
 President

CURRENT PAYMENT DUE: \$215,541.00

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

Approved for Payment: _____ Date: _____
 (Agency or Architect)

**Proposed Maintenance Building
Farmer City, IL**

APPLICATION NUMBER: **4**
APPLICATION DATE: **2/28/2024**

A ITEM NO.	B 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	FROM THIS PERIOD					
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	30,000.00	10,750.00	10,750.00	40,750.00	100%	0.00	4,075.00
6	Rock Floor in Cold Storage	6,000.00	0.00	6,000.00	6,000.00	6,000.00	100%	0.00	600.00
7	Post Frame Building	158,647.00	158,647.00	0.00	0.00	158,647.00	100%	0.00	15,864.70
8	OH Doors	36,000.00	30,000.00	6,000.00	6,000.00	36,000.00	100%	0.00	3,600.00
9	Exterior Walk Doors	8,275.00	6,000.00	2,275.00	2,275.00	8,275.00	100%	0.00	827.50
10	Interior Framing W/ Liner Panel	53,065.00	23,065.00	30,000.00	30,000.00	53,065.00	100%	0.00	5,306.50
11	Interior Doors	5,340.00	0.00	5,340.00	5,340.00	5,340.00	100%	0.00	534.00
12	Sound Batt Insulation	500.00	0.00	500.00	500.00	500.00	100%	0.00	50.00
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	1,000.00	1,000.00	1,000.00	100%	0.00	100.00
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	Sleve for Nicor Gas Line	2,800.00	0.00	2,800.00	2,800.00	2,800.00	100%	0.00	280.00
23	Trench Drain & Separator	27,000.00	13,000.00	14,000.00	14,000.00	27,000.00	100%	0.00	2,700.00
24	Plumbing w/ Eye Wash Station	17,500.00	5,000.00	10,000.00	10,000.00	15,000.00	86%	2,500.00	1,500.00
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	21,486.00	21,486.00	21,486.00	94%	1,382.00	2,148.60
27	Fire Alarm System	18,400.00	0.00	15,000.00	15,000.00	15,000.00	82%	3,400.00	1,500.00
28	Electrical (W/ CO #1)	137,800.00	54,000.00	80,850.00	80,850.00	134,850.00	98%	2,950.00	13,485.00
29	General Conditions (W/ CO #1)	7,900.00	1,985.00	3,865.00	3,865.00	5,850.00	74%	2,050.00	585.00
30	OH, P & Supervision (W/CO #1)	68,477.00	41,413.00	23,829.00	23,829.00	65,242.00	95%	3,235.00	6,524.20
31	Bonding Fees	15,178.00	15,178.00	0.00	0.00	15,178.00	100%	0.00	1,517.80
32	CO #3 Clean up & Rock	4,359.00	0.00	4,359.00	4,359.00	4,359.00	100%	0.00	435.90
33	CO #4 Boring under Stock Piles	1,436.00	0.00	1,436.00	1,436.00	1,436.00	100%	0.00	143.60
34									
35									
36									
37									
TOTALS		667,249.00	396,588.00	239,490.00	239,490.00	636,078.00	95%	31,171.00	63,607.80

February 26, 2024

City of Farmer City

To Honorable Council Members,

I'm writing on behalf of the Farmer City Haunted Forest. We are requesting to use South Park, including the campgrounds, for the Farmer City Haunted Forest event. We are requesting the use of the park for four weekends. October 4 & 5, 11 & 12, 18 & 19, 25 & 26. The days and times for each weekend are listed below. Set up for the event would need to begin Sunday, September 22nd. Clean up would be completed no later than November 3rd, weather permitting. We are requesting a walk through with a Haunted Forest committee member and a council member upon the completion of the clean up in order to assure that both the city and the committee are satisfied with the clean up.

As in the past, the campgrounds and other areas of South Park will be decorated in Halloween themes. The Farmer City Haunted Forest event will offer a walk through only event the first weekend and the traditional hayrack ride through the haunted forest the following three weekends. Food vendors will be on site during the event. A Kids Matinee will be hosted on Saturday, October 12th and 19th from 3:00 p.m. to 6:00 p.m. with barrel train rides, face painting, and kids games/activities.

Hours:

Friday, October 4th 6:00p.m. - 10:00 p.m. – walk through only event
Saturday, October 5th 6:00p.m. - 10:00 p.m. – walk through only event

Friday, October 11th 6:00p.m. - 10:00 p.m.- hayrack ride only event
Saturday, October 12th 3:00 p.m.-10:00 p.m. hayrack ride only event (matinee from 3-6)

Friday, October 18th 6:00p.m. - 10:00 p.m.- hayrack ride only event
Saturday, October 19th 3:00 p.m.-10:00 p.m. hayrack ride only event (matinee from 3-6)

Friday, October 25th 6:00p.m. - 10:00 p.m. - hayrack ride only event
Saturday, October 26th 6:00p.m. - 10:00 p.m. - hayrack ride only event

Safety Plan:

Walkers:

*A volunteer will lead each walking group through the forest. A volunteer will be at the end of the walking group line throughout the walk.
*We will limit the number going through in each group at one time.

Walker and Riders:

*A safety brief of rules will take place with each group before going through the forest.
*Monitors will be placed within the forest to ensure that all event goers are abiding by the safety rules.

**Our current safety plan is being evaluated and may change due to some changes in the layout and design of the forest this year.

Our insurance will cover a hayrack option and a walk through option. We can provide a certificate of insurance upon request.

We thank you for your consideration.

Sincerely,

The Farmer City Haunted Forest Committee

Angela Testory

fchauntedforest@gmail.com

217-714-3669

ORDINANCE NUMBER 1113

AN ORDINANCE AMENDING CHAPTER 51 Section 51.057(C) OF THE CITY OF FARMER CITY CODE OF ORDINANCES, ENTITLED PERMIT FEES

BE IT ORDAINED by the City Council of Farmer City, DeWitt County, Illinois, as follows:

SECTION 1: That Section Number 51.057(C) PERMIT FEES, being a portion of Chapter 51 of the Code of Ordinances of the City of Farmer City, entitled COMBINED WATERWORKS AND SEWERAGE SYSTEM, is hereby amended to read as follows:

"Section 51.057(C) PERMITS

The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City. A permit and inspection fee of \$500 for a residential or commercial building sewer permit shall be paid to the City Clerk at the time the application is filed. The industry, as a condition of permit authorization, must provide information describing its wastewater constituents, characteristics and type of activity."

SECTION 2: The City of Farmer city Code of Ordinances as previously amended, shall remain in full force and effect with the exception of the amendments noted herein.

SECTION 3: All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 5: This ordinance shall be in full force and effect after its passage.

PASSED this 18th day of March 2024

Scott Testory, Mayor

Angie Wanserski, City Clerk

SEAL

ORDINANCE NUMBER 1114

AN ORDINANCE AMENDING CHAPTER 51 Section 51.123(C) OF THE CITY OF FARMER CITY CODE OF ORDINANCES, ENTITLED PERMIT FEES

BE IT ORDAINED by the City Council of Farmer City, DeWitt County, Illinois, as follows:

SECTION 1: That Section Number 51.123(C) PERMIT FEES, being a portion of Chapter 51 of the Code of Ordinances of the City of Farmer City, entitled COMBINED WATERWORKS AND SEWERAGE SYSTEM, is hereby amended to read as follows:

"Section 51.123(C) PERMITS

The fees to be charged for a permit to tap, or otherwise make a connection with said Water System shall be determined in such a manner and amounts as shall be prescribed by ordinance, adopted by the City Council from time-to-time and are at this time fixed at \$750, which sum shall include the cost of furnishing and installing all necessary apparatus from the water main to the property line (not to exceed 75 feet) by the city waterworks department. All excavations and other materials required shall be furnished by the property owner of the property."

SECTION 2: The City of Farmer City Code of Ordinances as previously amended, shall remain in full force and effect with the exception of the amendments noted herein.

SECTION 3: All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 4: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 5: This ordinance shall be in full force and effect after its passage.

PASSED this 18th day of March 2024

Scott Testory, Mayor

Angie Wanserski, City Clerk

SEAL

and that traffic generated by a particular use may be a basis for denial of a rezoning or special use permit.⁸

Decisions on development based on traffic issues should be based on a project's overall density. The denial of a rezoning or a special use must relate to traffic problems caused by the particular project. It is the size and the density of the particular use and the amount of traffic that use generates that must be considered.⁹

Page Mayors and Managers Conference has prepared a traffic management ordinance. It is based upon the idea that traffic generation is a valid consideration in granting a rezoning or a special use and that, just as floor area ratio or lot area per dwelling units devices used to control density so, too, should the traffic generated on account of a particular project, as that impacts upon the project, be considered. Just as a municipality must seriously consider whether there is a sufficient amount of water to service a project, so, too, should it consider whether there is a sufficient capacity of streets to service a project.

VI. LOCAL ADMINISTRATION

A. FUNCTION OF ZONING COMMISSION

When a municipality wishes to create a new zoning ordinance, it does so through a zoning commission.¹ The commission is made up of as many persons as the corporate authorities deem advisable, and members are appointed by the mayor subject to confirmation by the city council or the village board. It is the commission's function to prepare a tentative proposed zoning ordinance and a report concerning the ordinance.

B. PROCEDURES OF ZONING COMMISSION

The commission must hold a public hearing on the report and ordinance. Notice is published at least once not more than 30 or less than 15 days prior to the hearing in a newspaper published in the municipality, or if no newspaper is published in the community, then in a newspaper with general circulation in the municipality.

The notice must advise the time and place of the hearing as well as the location where copies of the proposed ordinance may be reviewed. The hearing may be continued from time to time.

Thirty days after final adjournment of the hearing, the commission submits a final report to the corporate authorities along with the proposed ordinance. The corporate authorities may refer the ordinance back for further study, or they may pass the ordinance. Upon the passage of the ordinance and acceptance of the zoning commission's report, the zoning commission automatically ceases to exist.²

¹ *Politan Nat'l Bank v. City of Cook*, 103 Ill. 2d 302 (1984); *Hope Ice Center, Inc. v. Zoning Bd. of Appeals of Chicago*, 116 Ill. App. 3d 226 (1st Dist. 1983); *Reedy v. City of Wheaton*, 102 Ill. App. 3d 1082 (2d Dist. 1979).

² *New Homeowners Ass'n v. City of Cook*, 18 Ill. App. 3d 230 (1st Dist. 1970); *Amalgamated Bank v. City of Cook*, 82 Ill. App. 3d 370 (1st Dist. 1979); *Haws v. Vill. of Hinsdale*, 68 Ill. App. 3d 226 (2d Dist. 1979); *Warders, Inc. v. Vill. of Westmont*, 118 Ill. App. 3d 828 (2d Dist. 1983); *Wheaton Co. v. Vill. of Schaumburg*, 277 Ill. App. 3d 926 (1st Dist. 1996).

REDEVELOPMENT AGREEMENT

by and between the

CITY OF FARMER CITY, ILLINOIS

and

TABELING DEVELOPMENT COMPANY, LLC

Dated as of January 24, 2024

Document Prepared By:

**Joseph P. Chamley
Evans, Froehlich, Beth & Chamley
44 Main Street, Third Floor
Champaign, IL 61820**

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EXHIBIT LIST

EXHIBIT A	Description of Property
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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (including any exhibits and attachments hereto, collectively, this “**Agreement**”) is dated for reference purposes only as of January 24, 2024, but actually executed by each of the parties on the dates set forth beneath each of their respective signatures below, by and between the **City of Farmer City, DeWitt County, Illinois**, an Illinois municipal corporation (the “**City**”), and **Tabeling Development Company, LLC**, an Illinois limited liability company (the “**Developer**”). This Agreement shall become effective upon the last of the City and the Developer to so execute and deliver this Agreement to the other (the “**Effective Date**”).

RECITALS

WHEREAS, in accordance with and pursuant to the Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as supplemented and amended (the “**TIF Act**”), the Mayor and City Council of the City (the “**Corporate Authorities**”) adopted certain ordinances (Ordinance Nos. 1018, 1019 and 1020 on December 10, 2018, collectively, the “**TIF Ordinances**”); and

WHEREAS, under and pursuant to the TIF Act and the TIF Ordinance, the City designated the Redevelopment Project Area (the “**Redevelopment Project Area**”) and approved the related redevelopment plan, as supplemented and amended (the “**Redevelopment Plan**”), including the redevelopment projects described in the Redevelopment Plan (collectively, the “**Redevelopment Projects**”); and

WHEREAS, as contemplated by the Redevelopment Plan and the Redevelopment Projects, the Developer proposes to undertake (or cause to be undertaken) the Project (including related and appurtenant facilities as more fully defined below) upon the Property (as defined below); and

WHEREAS, the Property (as defined below) is within the Redevelopment Project Area; and

WHEREAS, the Developer is unwilling to undertake (or cause to be undertaken) the Project (as defined below) without certain tax increment finance incentives from the City, which the City is willing to provide; and

WHEREAS, the City has determined that it is desirable and in the City’s best interests to assist the Developer in the manner set forth in this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and unless the context clearly requires otherwise, the capitalized words, terms and phrases used in this Agreement shall have the meaning provided in the above Recitals and from place to place herein, including as follows:

“Building” means the existing building located upon the Property, if any.

“Corporate Authorities” means the Mayor and City Council of the City.

“Eligible Redevelopment Project Costs” means those costs paid and incurred in connection with the Project which are authorized to be reimbursed or paid from the Fund as provided in Section 5/11-74.4-3(q) of the TIF Act, including costs of property assembly costs, site preparations, public infrastructure, construction of public works or improvements upon the Property and other Project Costs.

“Fund” means, collectively, the “Special Tax Allocation Fund” for the Redevelopment Project Area established under Section 5/11-74.8 of the TIF Act and the TIF Ordinance.

“Incremental Property Taxes” means: (i) net of all amounts required by operation of the TIF Act to be paid to other taxing districts, including as surplus, in each calendar year during the term of this Agreement, the portion of the ad valorem real estate taxes arising from levies upon the Property by taxing districts that is attributable to the increase in the equalized assessed value of the Property over the initial equalized assessed value of the Property as assigned by the DeWitt County Clerk which, pursuant to the TIF Ordinances and Section 5/11-74.4-8(b) of the TIF Act, will be allocated to and when collected shall be paid to the Treasurer for deposit by the Treasurer into the Fund established to pay Eligible Redevelopment Project Costs and other redevelopment project costs as authorized under Section 5/11-74.4-3(q) of the TIF Act.

“Prevailing Wage Act” means the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) of the State of Illinois, the material terms of which require all contractors and subcontractors to pay all laborers, workers and mechanics performing work for any “public body” (as therein defined) or on any “public works” (as therein defined) no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is located and to perform certain notice and recordkeeping duties.

“Project” means the property assembly costs, site preparations, public infrastructure, construction of public works or improvements upon the Property. Developer shall create a total of 17+/- acres of buildable lots which will consist of the following: 2 acres for multifamily, 2 acres for neighborhood commercial/residential, and 6 to 13 acres for highway related commercial/future development. The site is zoned as B-3 which allows commercial and multifamily use. There is a partial flood zone on SE end of the lot of 2.84 acres and the FEMA map has already been amended. Developer will strive to place a regional water detention basin in the southeast corner of the lot.

“Phase 1 Project” means the property assembly costs, site preparations, public infrastructure, construction of public works or improvements upon the Phase 1 Property. In Phase 1, Developer shall create buildable lots which will consist of the following: 2 acres for multifamily, 8 acres for neighborhood commercial/residential.

Phase 2 Project” means the property assembly costs, site preparations, public infrastructure, construction of public works or improvements upon the Phase 2 Property. In Phase 2, Developer shall create buildable lots which will consist of the following: the remaining acreage (6 to 10) acres for highway related commercial/future development. The site is zoned as B-3 which allows commercial and multifamily use and Developer and City shall work together to obtain appropriate zoning.

“Phase 1 Project Completion Date” means the date which occurs no later than eighteen (18) months from and after the date this Agreement is executed by the City. Notwithstanding anything to the contrary, the Phase 1 Project Completion Date may be extended as a result of a Construction Force Majeure Event, on account of acts or omissions of City with regard to an obligation of the City, or any other reasonable cause whereby the Developer is prevented from completing the Phase 1 Project, but said extension shall be no later than December 31, 2027. “Construction Force Majeure Event” shall mean any of the following events if they cause delays in the construction of the improvements to the Project: (i) industry wide strikes; (ii) fire; (iii) unavoidable casualties; (iv) acts of God; (v) pandemic or epidemic; (vi) floods, tornadoes, hurricanes and other forms of severe weather events; (vii) freight embargoes; (viii) rebellions, riots, insurrections or sabotage; (ix) any other causes not within the control of Developer; and (x) as otherwise set forth in this Agreement.

“Phase 2 Project Completion Date” means the date which occurs no later than 18 (eighteen) months from and after the date the Developer obtains ownership of Phase 2 Property. Notwithstanding anything to the contrary, the Phase 2 Project Completion Date may be extended as a result of a Construction Force Majeure Event, on account of acts or omissions of City with regard to an obligation of the City, or any other reasonable cause whereby the Developer is prevented from completing the Phase 2 Project, but said extension shall be no later than December 31, 2027. “Construction Force Majeure Event” shall mean any of the following events if they cause delays in the construction of the improvements to the Project: (i) industry wide strikes; (ii) fire; (iii) unavoidable casualties; (iv) acts of God; (v) pandemic or epidemic; (vi) floods, tornadoes, hurricanes and other forms of severe weather events; (vii) freight embargoes; (viii) rebellions, riots, insurrections or sabotage; (ix) any other causes not within the control of Developer; and (x) as otherwise set forth in this Agreement.

Project Start and Completion. After this agreement has been executed, the Developer will have the site surveyed and begin engineering work to create site construction documents. This agreement was made with assumptions prior to survey and engineering of the current site. Once the survey and engineering work has been reviewed and approved by the Developer and City, the Developer will work diligently to obtain a building permit and/or approval from the County &/or City to begin construction. Once the approval is obtained, the Developer will schedule the start of construction of the road and continue construction until the road has been completed. The Developer will work in conjunction with the City to extend utilities and may need utility work done in advance of the road construction. After utilities and the main road have been completed, the newly created lots will be buildable.

“Property” means, collectively, the real estate consisting of the parcel or parcels legally

described on Exhibit A hereto, upon or within which the Project is to be undertaken and completed.

“Phase 1 Property” means approximately 10 acres, more or less, (to be determined through the platting process) on the east half of the Property.

“Phase 2 Property” means approximately 10 acres, more or less, (to be determined through the platting process) west half of the Property.

“Reimbursement Amounts” means, collectively, amounts to be reimbursed or paid to or as directed by the Developer from the Fund by the City under and pursuant to Section 4.1 of this Agreement.

“Requisition” means a request by the Developer for a payment or reimbursement of Eligible Redevelopment Project Costs pursuant to the procedures set forth in Article VI of this Agreement.

“TIF Financing” means financing arrangements to or for the benefit of the Developer arising out of the TIF Act which pay or reimburse redevelopment project costs in whole or in part.

“Treasurer” means the City Treasurer of the City, or his or her designee.

Section 1.2. Construction. This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

- (a) definitions include both singular and plural.
- (b) pronouns include both singular and plural and cover all genders; and
- (c) headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (d) all exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement.

ARTICLE II **REPRESENTATIONS AND WARRANTIES**

Section 2.1. Representations and Warranties of the City. In order to induce the Developer to enter into this Agreement, the City hereby makes certain representations and warranties to the Developer, as follows:

(a) Organization and Standing. The City is a municipality duly organized, validly existing and in good standing under the Constitution and laws of the State of Illinois.

(b) Power and Authority. The City has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the City's Corporate Authorities. This Agreement is a legal, valid and binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that any and all financial obligations of the City under this Agreement shall be limited to the availability of such Incremental Property Taxes therefor as may be specified in this Agreement and that such enforceability may be further limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery of this Agreement or the performance of the City's agreements, obligations and undertakings hereunder will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of any agreement, rule, regulation, statute, ordinance, judgment, decree, or other law by which the City may be bound.

(e) Governmental Consents and Approvals. No consent or approval by any governmental authority is required in connection with the execution and delivery by the City of this Agreement or the performance by the City of its obligations hereunder.

Section 2.2. Representations and Warranties of the Developer. In order to induce the City to enter into this Agreement, the Developer makes the following representations and warranties to the City:

(a) Organization. The Developer is a natural person.

(b) Power and Authority. The Developer has full power and authority to execute and deliver this Agreement and to perform all of its agreements, obligations and undertakings hereunder and thereunder.

(c) Authorization and Enforceability. The execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on the part of the Developer. This Agreement is a legal, valid and binding agreement, obligation and undertaking of the Developer, enforceable against the Developer in accordance with its terms, except to the extent that such enforceability may be limited by laws, rulings and decisions affecting remedies, and by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of debtors' or creditors' rights, and by equitable principles.

(d) No Violation. Neither the execution nor the delivery or performance of this Agreement will conflict with, violate or result in a breach of any of the terms, conditions, or provisions of, or constitute a default under, or (with or without the giving of notice or the passage of time or both) entitle any party to terminate or declare a default under any contract, agreement, lease, license or instrument or any rule, regulation, statute, ordinance, judicial decision, judgment, decree or other law to which the Developer is a party or by which the Developer or any of its assets may be bound.

(e) Consents and Approvals. No consent or approval by any governmental authority or by any other person or entity is required in connection with the execution and delivery by the

Developer of this Agreement or the performance by the Developer of its obligations hereunder.

(f) No Proceedings or Judgments. There is no claim, action or proceeding now pending, or to the best of its knowledge, threatened, before any court, administrative or regulatory body, or governmental agency (1) to which the Developer is a party and (2) which will, or could, prevent the Developer's performance of its obligations under this Agreement.

Section 2.3. Disclaimer of Warranties. The City and the Developer acknowledge that neither has made any warranties to the other except as set forth in this Agreement. The City hereby disclaims any and all warranties with respect to the Property and the Project, express or implied, including, without limitation, any implied warranty of fitness for a particular purpose or merchantability or sufficiency of the Incremental Property Taxes for the purposes of this Agreement. Nothing has come to the attention of the Developer to question the assumptions or conclusions or other terms and provisions of any projections of Incremental Property Taxes, and the Developer assumes all risks in connection with the practical realization of any such projections of Incremental Property Taxes.

ARTICLE III

CONDITIONS PRECEDENT TO THE UNDERTAKINGS ON THE PART OF THE DEVELOPER AND THE CITY

Section 3.1. Conditions Precedent. The undertakings on the part of the City as set forth in this Agreement are expressly contingent upon each of the following:

- (1) The Developer and City shall have entered into a binding, written agreement for Developer to acquire fee simple title to the respective Phase of the Property.
- (2) The Developer shall have obtained approval of the Project and each respective phase of the Project in accordance with all applicable laws, codes, rules, regulations and ordinances of the City, including without limitation all applicable subdivision, zoning, environmental, building code or any other land use regulations (collectively, the "**City Codes**"), it being understood that the City in its capacity as a municipal corporation has discretion to approve the Project; and
- (3) The Developer shall have substantially completed each phase of the Project on or before that phase's respective Project Completion Date, subject to extensions described herein.

Section 3.2. Reasonable Efforts and Notice of Termination. The Developer shall use due diligence to timely satisfy the conditions set forth in Section 3.1 above on or before the Project Completion Date, subject to extensions described herein, but if such conditions are not so satisfied or waived by the City, then the City may terminate this Agreement by giving written notice thereof to the Developer. In the event of such termination, this Agreement shall be deemed null and void and of no force or effect and neither the City nor the Developer shall have any obligation or liability with respect thereto.

Developer's plan calls for a total of 16 units to be developed (Two 8-unit apartments) in

Phase 1. Developer reimbursements or payments it is to receive under this Agreement shall be contingent on the number of units it has completed. Developer shall receive a percentage of the payments it is to receive from the City equal to the percentage of the total number of units that have been completed. For example, if Developer has completed 16 units, it shall receive 100% of the payments it is to receive from the City (\$60,000 through 2028 and then 75% of tax increment until eligible expenses are reimbursed or the TIF life expires). If Developer has completed 8 units, it shall receive 50% of the payments it is to receive from the City. However, in the event that Developer acquires the real estate in 2024, Developer shall be eligible to receive its first payment of \$60,000 in 2025 regardless of the percentage of completion.

ARTICLE IV **CITY'S COVENANTS AND AGREEMENTS**

Section 4.1. City's Obligations. The City shall have the obligations:

- (a) Land/Utilities: City and Developer shall execute a contract (copy attached as an Exhibit) wherein City agrees to convey to Developer the Phase 1 Property (the East half of the property, approximately ten (10) acres (exact legal description TBD) to Developer at no initial cost to Developer, except Developer shall pay for all settlement costs and for all title insurance. A condition of the conveyance of the Phase 1 Property shall be the completion of the Phase 1 Project by the Phase 1 Project Completion Date, subject to extensions described herein. Developer shall provide usual and customary surety (e.g. Letter of Credit) for the cost of infrastructure. The deed to Developer shall contain a clause that Developer shall place into escrow a quit claim deed back to City and if Developer has not begun work on the Phase 1 Project within twelve (18) months of execution of this Agreement or has not completed Phase 1 Project within thirty-six (36) months of execution of this Agreement, the Phase 1 Property shall be conveyed back to City after reimbursing the Developer for any expenses for improvements that have been completed to date
- (b) City and Developer shall also execute an exclusive option/ agreement (copy attached as an Exhibit) for the remaining final acres upon reaching certain benchmarks with development, as detailed in the attached option/. Developer shall pay for all settlement costs and for any title insurance. The conveyance of Phase 2 Property shall contain a claw back provision similar to Phase 1 Project and shall allow City to convey Phase 2 Property to a third party unless Developer meets the benchmarks with Phase 1 development.
- (c) City will waive water and sanitary sewer tap-on fees to Developer. Utilities to be extended to each project by the City (Water, sanitary, electric). Any needed lift station to be installed by the City at City expense and may be TIF eligible.

Section 4.2. City's TIF Funded Financial Obligations. The City shall have the

obligations set forth in this Section 4.1 relative to financing Eligible Redevelopment Project Costs in connection with the Project. Upon the submission to the City by the Developer of a Requisition for Eligible Redevelopment Project Costs incurred and paid by or on behalf of the Developer and the approval thereof by the City in accordance with Article VI of this Agreement, the City, subject to the terms, conditions and limitation set forth in this Section 4.1 immediately below, agrees to reimburse the Developer, or to pay as directed by the Developer, from the Fund such amounts (the “**Reimbursement Amounts**”) related to Project upon the Property as follows:

(a) Incentives: City will provide financial incentives as described below:

1.) TIF. The Forward TIF was established in 2019. Developer & future subsidiaries managed by Developer are eligible to receive tax increment reimbursements for Eligible Redevelopment Project Costs incurred by Developer, subject to the caps described herein. The Reimbursement Amounts are calculated on the increased property taxes and are for Eligible Redevelopment Project Costs (see attachment A). Developer will submit a copy of the invoices and a list Eligible Redevelopment Project Costs to the City. The Reimbursement Amounts will continue until initial expiration of the TIF (2042), the Eligible Redevelopment Project Costs are fully reimbursed or reaching caps described herein, whichever occurs first.

- Apartment project TIF (Phase 1)- “Reserve Farmer City, LLC”: Developer will build, manage, and own a 16-unit apartment complex. Reimbursement Amounts will be capped at \$60,000 each year for the first five (5) years with the first payment starting in 2024. Eligible Redevelopment Project Costs in excess of \$60,000 can be eligible for reimbursement in subsequent years, but subject to the caps otherwise indicated herein. City may choose to use funds beyond TIF to reimburse Developer. Beginning in 2029, Reimbursement Amounts for the Property (redeveloped site) shall be up to 75% of tax increment available, until all Eligible Redevelopment Project Costs are fully reimbursed or the expiration of the TIF, whichever comes first.
- Commercial retail center project TIF (Phase 1). The City will contribute established TIF funds for Developer to construct a commercial retail center. . Reimbursement Amounts will be capped at \$30,000 for the first five (5) years. Eligible Redevelopment Project Costs in excess of \$30,000 can be eligible for reimbursement in subsequent years. City may choose to use funds beyond TIF to reimburse Developer. Beginning the sixth year, Reimbursement Amounts shall be up to 75% of tax increment available, until all Eligible Redevelopment Project Costs are fully reimbursed,
- The total Eligible Redevelopment Project Costs (from TIF and other) for Apartment project and Commercial project (Phase 1) combined shall be capped at \$1,500,000 Apt/Com or upon the end of tax year 2042, whichever occurs first.

2.) Developer shall construct approximately 300 feet of east west road and City shall reimburse Developer for costs. The Developer will obtain multiple bids by qualified road construction companies and use the lowest bidder. The Developer will submit for payment from the City

after the road construction has been verified complete by a 3rd party Engineering company. The City will issue a check for the completed road within 30 days of receiving the confirmation. The Developer will dedicate/convey the completed road to the City. (This direct payment is in addition to Eligible Redevelopment Project Costs)

3.) **Certain Uses Prohibited.** Though Developer is being extended significant flexibility in its development of the Property, this Agreement is contingent upon, and the parties agree that the Property will not be used for purposes in violation of the zoning of the Property, or the ordinances of the City, or the laws of the State of Illinois or United States of America, and more specifically, the parties agree that the Developer will not develop the Property, utilize the Property for, or sell sections of the Property, to an individual, individuals, or entity that will utilize any portion of the property for:

1. the production or sale of pornography at a commercial business
2. the occurrence at a commercial business of any lewd or lascivious act or any topless and/or bottomless employee and/or employees or entertainment to be performed within the licensed premises by an entertainer employed therein, or by any employee or guest.
3. the displaying of or sale of pornographic films or pictures depicting acts, or a live performance at a commercial business of those acts which are prohibited above.
4. any act prohibited by ordinance of the City.

Section 4.3. Defense of Redevelopment Project Area. In the event that any court or governmental agency having jurisdiction over enforcement of the TIF Act and the subject matter contemplated by this Agreement shall determine that this Agreement, including the payments of any Reimbursement Amounts to be paid or reimbursed by the City is contrary to law, or in the event that the legitimacy of the Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the City will defend the integrity of the Redevelopment Project Area and this Agreement. Anything herein to the contrary notwithstanding, the Developer agrees that the City may, to the extent permitted by law, use any Incremental Property Taxes, including any unpaid Reimbursement Amounts, if available, to be redirected to reimburse the City for its defense costs, including without limitation attorneys' fees and expenses. Any use of TIF funds by the City will not negatively impact payments to the Developer or banked reimbursement expenses due to the Developer.

Section 4.4. City's Aspirations. The City shall strive to provide to Developer, but the City shall have no legal obligation to provide:

- (a) Sales & tourism tax incentives may be available for additional future Commercial projects that have not yet been specified.

ARTICLE IV
DEVELOPER'S COVENANTS

Section 5.1. Commitment to Undertake and Complete Project. The Developer covenants and agrees to undertake and complete the Project on or before the Project Completion Date, subject to extensions described herein. The Developer recognizes and agrees that the City has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of any required permits, and any failure on the part of the City to grant or issue any such required permit shall not give rise to any claim against or liability of the City pursuant to this Agreement. The City agrees, however, that any such approvals shall be made in conformance with the City Codes and shall not be unreasonably denied, withheld, conditioned or delayed.

Section 5.2. Compliance with Agreement and Laws During Project. The Developer shall at all times undertake the Project, including any related activities in connection therewith, in conformance with this Agreement and all applicable City Codes.

Section 5.3. Prevailing Wages. The Developer acknowledges that the Illinois Department of Labor currently takes the position as a matter of its enforcement policy that the TIF financing of the Project under this Agreement does not subject the Project to the Prevailing Wage Act unless the Project also receives funding from another public source. The City makes no representation as to any such application of the Prevailing Wage Act to the Project, and any failure by the Developer to comply with the Prevailing Wage Act, if and to the extent subsequently found to be applicable by any legal authority having jurisdiction, shall not be deemed a "Default" under this Agreement. Notwithstanding the foregoing sentence, the Developer agrees to assume all responsibility for any such compliance (or noncompliance) with the Prevailing Wage Act in connection with the Project under this Agreement in the event of any action by any party to enforce its provisions.

Section 5.4. Continuing Compliance with Laws. The Developer agrees that in the continued use, occupation, operation and maintenance of the Building, the Developer will comply with all applicable federal and state laws, rules, regulations and all applicable City Codes and other ordinances.

Section 5.5. Tax and Related Payment Obligations. The Developer agrees to pay and discharge, promptly and when the same shall become due, all general ad valorem real estate taxes and assessments, all applicable interest and penalties thereon, and all other charges and impositions of every kind and nature which may be levied, assessed, charged or imposed upon the Property or any part thereof that at any time shall become due and payable upon or with respect to, or which shall become liens upon, any part of the Property. The Developer, including any others claiming by or through it, also hereby covenants and agrees not to file any application for property tax exemption for any part of the Property under any applicable provisions of the Property Tax Code of the State of Illinois (35 ILCS 200/1-1 et seq.), as supplemented and amended, unless the City and the Developer shall otherwise have first entered into a mutually acceptable agreement under and by which the Developer shall have agreed to make a payment in lieu of taxes to the City, it being mutually acknowledged and understood by both the City and the Developer that any such payment of taxes (or payment in lieu thereof) by the Developer is a material part of the consideration under and by which the City has entered into this Agreement. This covenant of the Developer shall be a covenant that runs with the land being the Property upon which the Project is undertaken and shall

be in full force and effect until December 31, 2039, upon which date this covenant shall terminate and be of no further force or effect (and shall cease as a covenant binding upon or running with the land) immediately, and without the necessity of any further action by City or Developer or any other party; provided, however, upon request of any party in title to the Property, the City shall execute and deliver to such party an instrument, in recordable form, confirming for the record that this covenant has terminated and is no longer in effect. Nothing contained within this Section 5.4 shall be construed, however, to prohibit the Developer from initiating and prosecuting at its own cost and expense any proceedings permitted by law for the purpose of contesting the validity or amount of taxes, assessments, charges or other impositions levied or imposed upon Property or any part thereof.

ARTICLE VI

PAYMENT PROCEDURES FOR ELIGIBLE REDEVELOPMENT PROJECT COSTS

Section 6.1. Payment Procedures. The City and the Developer agree that the Eligible Redevelopment Project Costs constituting the Reimbursement Amounts shall be paid solely, and to the extent available, from Incremental Property Taxes that are deposited in the Fund and not otherwise. The City and the Developer intend and agree that any Reimbursement Amounts shall be disbursed by the City Manager for payment to the Developer in accordance with the procedures set forth in this Section 6.1 of this Agreement.

The City hereby designates the City Manager of the City as its representative to coordinate the authorization of disbursement of any Reimbursement Amounts for the Eligible Redevelopment Project Costs. Payments to the Developer of any Reimbursement Amounts for Eligible Redevelopment Project Costs shall be made upon request therefor, in form reasonably acceptable to the City (each being a “**Requisition**”) submitted by the Developer at any time with respect to Eligible Redevelopment Project Costs incurred and paid but not previously submitted. Each such Requisition shall be accompanied by appropriately supporting documentation, including, as applicable receipts for paid bills or statements of suppliers, contractors or professionals, together with required contractors’ affidavits or lien waivers.

Section 6.2. Approval and Resubmission of Requisitions. The City Manager shall give the Developer written notice disapproving any of the Requisitions within ten (10) days after receipt thereof. No such approval shall be denied except on the basis that (i) all or some part of the Requisition does not constitute Eligible Redevelopment Project Costs or has not otherwise been sufficiently documented as specified herein; or (ii) a “Default” under this Agreement as described in Section 6.1 hereof has occurred and is continuing. If a Requisition is disapproved by such City Manager, the reasons for disallowance will be set forth in writing and the Developer may resubmit any such Requisition with such additional documentation or verification as may be required, if that is the basis for denial. The same procedures set forth herein applicable to disapproval shall apply to such resubmittals. If there is a disputed reimbursable expense, the item shall be reviewed and confirmed or denied by 3rd party TIF consultant Jacob & Klein in Bloomington IL.

Section 6.3. Time of Payment. Provided that performance of this Agreement has not been suspended or terminated by the City under Article VII hereof, the City shall pay each of the applicable Reimbursement Amounts which are approved by any one or more Requisitions under this Article to the Developer within thirty (30) calendar days after the approval of any such applicable Requisition.

ARTICLE VII
DEFAULTS AND REMEDIES

Section 7.1. Events of Default. The occurrence of any one or more of the events specified in this Section 6.1 shall constitute a “**Default**” under this Agreement.

By the Developer:

(1) The furnishing or making by or on behalf of the Developer of any statement or representation in connection with or under this Agreement or any of the Related Agreements that is proven to be false in a court of law. ; (cannot be open to interpretation/opinion). Once the Developer has completed improvements to the Phase 1 Property, the City may not default on the Developer for the Phase 1 Property. Any part of Phase 1 Property that has direct access from the newly built road and is individually platted will be considered improved.

(2) The failure by the Developer to timely perform any term, obligation, covenant or condition contained in this Agreement or any of the Related Agreements;

By the City:

(1) The failure by the City to pay any Reimbursement Amounts which become due and payable in accordance with the provisions of this Agreement; and

(2) The failure by the City to timely perform any other term, obligation, covenant or condition contained in this Agreement. Including prolonged delays related to utility installation by the City not under the City’s control, that prevent the Developer from completing the necessary improvements. Should the City not complete the utility installation when the projects are near completion, the Developer may complete the utility expansion and be fully reimbursed for those expenses.

Section 7.2. Rights to Cure. The party claiming a Default under Section 6.1 of this Agreement (the “**Non-Defaulting Party**”) shall give written notice of the alleged Default to the other party (the “**Defaulting Party**”) specifying the Default complained of. Except as required to protect against immediate, irreparable harm, the Non-Defaulting Party may not institute proceedings or otherwise exercise any right or remedy against the Defaulting Party until ninety (90) days after having given such notice, provided that in the event a Default is of such nature that it will take more than ninety (90) days to cure or remedy, such Defaulting Party shall have an additional period of time reasonably necessary to cure or remedy such Default provided that such Defaulting Party promptly commences and diligently pursues such cure or remedy. During any such period following the giving of notice, the Non-Defaulting party may suspend performance under this Agreement until the Non-Defaulting Party receives written assurances from the Defaulting Party, deemed reasonably adequate by the Non-Defaulting Party, that the Defaulting Party will cure or remedy the Default and remain in compliance with its obligations under this Agreement. A Default not cured or remedied or otherwise commenced and diligently pursued within ninety (90) days as provided above shall constitute a “**Breach**” under this Agreement. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default or any Breach shall not operate as a waiver of any such Default, Breach or of any other rights or remedies it may have as a result of such Default or Breach.

Section 7.3. Remedies. Upon the occurrence of a Breach under this Agreement by the Developer, the City shall have the right to terminate this Agreement by giving written notice to the Developer of such termination and the date such termination is effective. The Developer will retain any incentives for completed projects regardless of a breach for other projects or breach on other portions of the overall property. Except for such right of termination by the City, the only other remedy available to either party upon the occurrence of a Breach under this Agreement by the Defaulting Party shall be to institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such Breach, including but not limited to proceedings to compel any legal action for specific performance or other appropriate equitable relief. Notwithstanding anything herein to the contrary, the sole remedy of the Developer upon the occurrence of a Breach by the City under any of the terms and provisions of this Agreement shall be to institute legal action against the City for specific performance or other appropriate equitable relief and under no circumstances shall the City be liable to the Developer for any indirect, special, consequential or punitive damages, including without limitation, loss of profits or revenues, loss of business opportunity or production, cost of capital, claims by customers, fines or penalties, whether liability is based upon contract, warranty, negligence, strict liability or otherwise, under any of the provisions, terms and conditions of this Agreement. In the event that any failure of the City to pay any Reimbursement Amounts which become due and payable in accordance with the provisions hereof is due to insufficient Incremental Property Taxes being available to the City, any such failure shall not be deemed to be a Default or a Breach on the part of the City.

Section 7.4. Costs, Expenses and Fees. Upon the occurrence of a Default or a Breach which requires either party to undertake any action to enforce any provision of this Agreement, each party will pay its own legal fees.

ARTICLE VIII

RELEASE, DEFENSE AND INDEMNIFICATION OF CITY

Section 8.1. Declaration of Invalidity. Notwithstanding anything herein to the contrary, the City, its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable to the Developer for damages of any kind or nature whatsoever or otherwise in the event that all or any part of the TIF Act, or any of the TIF Ordinances or other ordinances of the City adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, shall be declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof; provided that nothing in this Section 8.1 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts, if any, in the event of a Breach of this Agreement by the City.

Section 8.2. Damage, Injury or Death Resulting from Project. The Developer releases from and covenants and agrees that the City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for, and agrees to indemnify and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or other acts

or omissions of the City, its Corporate Authorities, officials, agents, employees or independent contractors that are contrary to the provisions of this Agreement.

Section 8.3. Damage or Injury to Developer and Others. The City and its Corporate Authorities, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Developer or any of its officers, agents, independent contractors or employees or of any other person who may be about the Property or the Project due to any act of negligence of any person, except as such may be caused by the intentional misconduct, gross negligence, or acts or omissions of the City, its Corporate Authorities, officials, agents, employees, or independent contractors that are contrary to the provisions of this Agreement.

Section 8.4. No Personal Liability. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Corporate Authorities, officials, agents, employees or independent contractors in their individual capacities. No member of the Corporate Authorities, officials, agents, employees or independent contractors of the City shall be personally liable to the Developer **(i)** in the event of a Default or Breach by any party under this Agreement, or **(ii)** for the payment of any Reimbursement Amounts which may become due and payable under the terms of this Agreement.

Section 8.5. City Not Liable for Developer Obligations. Notwithstanding anything herein to the contrary, the City shall not be liable to the Developer for damages of any kind or nature whatsoever arising in any way from this Agreement, from any other obligation or agreement made in connection therewith or from any Default or Breach under this Agreement; provided that nothing in this Section 8.5 shall limit otherwise permissible claims by the Developer against the Fund or actions by the Developer seeking specific performance of this Agreement or other relevant contracts in the event of a Breach of this Agreement by the City.

Section 8.6. Actions or Obligations of Developer. The Developer agrees to indemnify, defend and hold harmless the City, its Corporate Authorities, officials, agents, employees and independent contractors, from and against any and all suits, claims and cost of attorneys' fees, resulting from, arising out of, or in any way connected with **(i)** any of the Developer's obligations under or in connection with this Agreement, **(ii)** the construction or installation of the Project, **(iii)** the Developer's compliance with the Prevailing Wage Act if, as and when applicable to the Project, and **(iv)** the negligence or willful misconduct of the Developer, its officials, agents, employees or independent contractors in connection with the management, development, redevelopment, construction or installation of the Project, except as such may be caused by the intentional conduct, gross negligence, negligence or breach of this Agreement by the City, its Corporate Authorities, officials, agents, employees or independent contractors.

Section 8.7. Environmental Covenants. At its expense, Developer will have MET conduct a Phase One environmental study prior to closing on the land. This may be eligible for reimbursement

Section 8.8. Notification of Claims. Not later than thirty (30) days after the Developer becomes aware, by written or other overt communication, of any pending or threatened litigation, claim or assessment, the Developer will, if a claim in respect thereof is to be made against the Developer which affects any of the Developer's rights or obligations under this Agreement, notify

the City of such pending or threatened litigation, claim or assessment, but any omission so to notify the City will not relieve the Developer from any liability which it may have to the City under this Agreement.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1 Entire Agreement and Amendments. This Agreement (together with Exhibit A attached hereto) is the entire agreement between the City and the Developer relating to the subject matter hereof. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, including in particular the Letter of Understanding, and may not be modified or amended except by a written instrument executed by both of the parties.

Section 9.2. Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the City and the Developer and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the City or the Developer, nor shall any provision give any third parties any rights of subrogation or action over or against either the City or the Developer. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

Section 9.3. Counterparts. Any number of counterparts of this Agreement may be executed and delivered and each shall be considered an original and together they shall constitute one agreement.

Section 9.4. Special and Limited Obligation. This Agreement shall constitute a special and limited obligation of the City according to the terms hereof. This Agreement shall never constitute a general obligation of the City to which its credit, resources or general taxing power are pledged. The City pledges to the payment of its obligations under Section 4.1 hereof only such amount of the Incremental Property Taxes as is set forth in Section 4.1 hereof, if, as and when received, and not otherwise.

Section 9.5. Time and Force Majeure. Time is of the essence of this Agreement; provided, however, neither the Developer nor the City shall be deemed in Default with respect to any performance obligations under this Agreement on their respective parts to be performed if any such failure to timely perform is due in whole or in part to the following (which also constitute “unavoidable delays”): any strike, lock-out or other labor disturbance (whether legal or illegal, with respect to which the Developer, the City and others shall have no obligations hereunder to settle other than in their sole discretion and business judgment), civil disorder, inability to procure materials, weather conditions, wet soil conditions, failure or interruption of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, acts of God or third parties, or any other cause beyond the reasonable control of the Developer or the City.

Section 9.6. Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this

Agreement.

Section 9.7. Cooperation and Further Assurances. The City and the Developer covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the City or the Developer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

Section 9.8. Notices and Communications. All notices, demands, requests or other communications under or in respect of this Agreement shall be in writing and shall be deemed to have been given when the same are (a) deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, (b) personally delivered or (c) sent by a nationally recognized overnight courier, delivery charge prepaid, in each case, to the City and the Developer at their respective addresses (or at such other address as each may designate by notice to the other), as follows:

(i) In the case of the Developer, to:
Tabeling Development Company, LLC
1826 Patton Dr Suite 4
PO Box 1217
Mahomet IL 61853
(217)722-9374

Tel:

(ii) In the case of the City, to:
CITY OF FARMER CITY, ILLINOIS
105 S. Main Street
Farmer City, IL 61842-0049
Attn: City Manager
Tel: (309) 928-3412

Whenever any party hereto is required to deliver notices, certificates, opinions, statements or other information hereunder, such party shall do so in such number of copies as shall be reasonably specified.

Section 9.9. Assignment. The Developer agrees that it shall not sell, assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the City, except that: (i) any assignment of this Agreement as collateral, or (ii) any related sale, assignment or transfer of this Agreement in whole to a legal entity having common ownership with the Developer, may be made without the prior written consent of the City. Except as authorized in this Section above, any other assignment in whole or in part shall be void and shall, at the option of the City, terminate this Agreement. No such sale, assignment or transfer as authorized in this Section, including any with or without the City's prior written consent, shall be effective or binding on the City, however, unless and until the Developer delivers to the City a duly authorized, executed and delivered instrument which contains any such sale, assignment or transfer and the assumption

of all the applicable covenants, agreements, terms and provisions of this Agreement by the applicable parties thereto.

Section 9.10. Successors in Interest. Subject to Section 9.9 above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respectively authorized successors, assigns and legal representatives (including successor Corporate Authorities).

Section 9.11. No Joint Venture, Agency, or Partnership Created. Nothing in this Agreement nor any actions of either of the City or the Developer shall be construed by either of the City, the Developer or any third party to create the relationship of a partnership, agency, or joint venture between or among the City and any party being the Developer.

Section 9.12. Illinois Law; Venue. This Agreement shall be construed and interpreted under the laws of the State of Illinois. If any action or proceeding is commenced by any party to enforce any of the provisions of this Agreement, the venue for any such action or proceeding shall be in DeWitt County, Illinois.

Section 9.13. Term. Unless earlier terminated pursuant to the terms hereof, this Agreement shall be and remain in full force and effect from and after the Effective Date and shall terminate on December 31 of the fifth (5th) calendar year following the calendar year in which the City executes this Agreement; provided, however, that anything to the contrary notwithstanding, the Developer's obligations under Section 5.5 and Article VIII of this Agreement shall be and remain in full force and effect in accordance with the express provisions thereof.

Section 9.14. Construction of Agreement. This Agreement has been jointly negotiated by the parties. The parties acknowledge that each has either been represented by or has had the opportunity to consult with legal counsel and that accordingly the terms of this Agreement are not to be construed against a party because that party may have primarily assumed responsibility for preparation of this Agreement or because that party failed to understand the legal effect of any provision of this Agreement.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers or manager(s) as of the date set forth below.

**CITY OF FARMER CITY, DEWITT COUNTY,
ILLINOIS**

By: _____
Mayor

ATTEST:

By: _____
City Clerk

Date: _____

Tabeling Development Company, LLC, an Illinois limited liability company

By: _____

Its: _____

Date: _____

[Exhibit A follows this page and is an integral part of this Agreement in the context of use.]

EXHIBIT A

Description of Property

Part of the Southwest Quarter of Section 22, Township 21, North, Range 5 East of the Third [3rd] Principal Meridian, DeWitt County, Illinois.

This particular tract of land lies North of F.A.I. Route 74 and West of U.S. Route 54 at Farmer City, Illinois. and is described as beginning at a point on the Northerly right-of-way line of F.A.I. Route 74. with the said point being 535.30 feet North and 937.67 feet East of the Southwest corner of Section 22, Township 21 North, Range 5 East of the Third [3rd] Principal Meridian. DeWitt County, Illinois, and this said point is also 167.74 feet left of F.A.I. Route 74 station 832+74, running thence S 51° 30' 15" E along the Northerly right-of-way line of F.A.I. Route 74 for 226.00 feet; thence S 70° 38' 12" E along said Northerly right-of-way line for 321.29 feet; thence N 84° 03' 13" E along said Northerly right-of-way line for 503.91 feet to the intersection of the Westerly right-of-way line of U.S. Route 54; thence N 21° 52' 00" E along said Westerly right-or-way line for 478.77 feet; thence N 14° 40' 03" E along said Westerly right-of-way line for 348 feet; thence N 90° 00' 00" W for 1247.62 feet; thence S 0° 00' 0" W for 586.00 feet to the point of beginning, containing 20.007 acres. more or less, situated in the County of DeWitt, State of Illinois.

PARCEL ID NO: 05-22-300-005

Which has a common address of: The Real Estate consists of 20 acres (more or less) of farmland with irregular dimensions, generally located north of Interstate 74 and immediately west of East Clinton Avenue/Route 54, Farmer City, Illinois 61842.



CITY OF FARMER CITY, ILLINOIS
105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842
Facsimile: (309) 928-2228

MEMO

Date: March 18, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Market St. Water Main Bids

We received bids for the Market St water main project on the 22nd. We received 3 bids: GA Rich for \$201,081; SNC for \$214,903.42; Cross Construction for \$197,304.

The main to be replaced will be from the east side of the square to Plum St. It will include the replacement of 5 lead service lines, the improvement of a manhole and replacement of several culverts/catch basins. We have already approved the repaving bid to repair the street after the watermain is in place.

These bids were a bit higher than expected, but it could be due to the 5 lead service line taps. Staff and our engineer still recommend approval to Cross Construction for \$197,304. They have done a good job for us in the past.



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: March 18, 2024

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Vacation of ROW between Van Buren St. and Rt. 150

We have been approached by Scott and Janet Whitehouse to have us vacate a ROW alley that runs north-south between their properties.

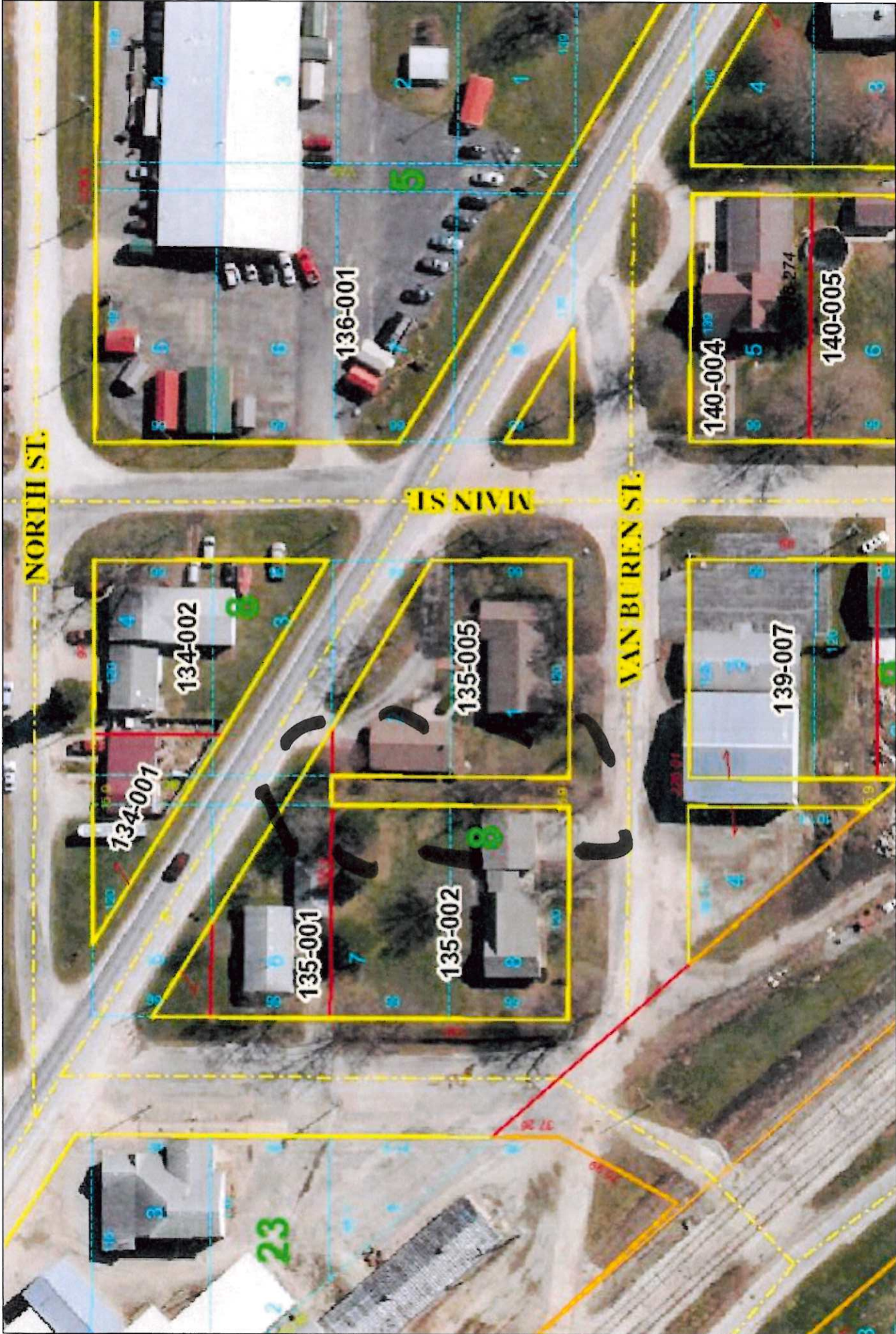
I have attached a GIS picture of this area and circled it with black dots. It is technically public ROW but the Whitehouses have been maintaining it for years as they own both properties on either side.

I would recommend, if you decide to vacate it, to set a price for compensation, at least for recovery of costs to survey and record the vacation. Staff is neutral in its recommendation.

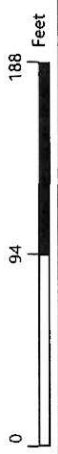
Sue McLaughlin

From: Scott Whitehouse <deaconscoottandjanet@gmail.com>
Sent: Thursday, March 14, 2024 11:12 AM
To: Sue McLaughlin
Subject: Alley at 108 W. Van Buren St.

Sue and Council Members,
Scott and I are having a very nice fence installed to keep our new puppy safe.
SK Fence applied for permit and was denied because of apparently there is still an alley at our property.
Please abandon the alley so we can continue with this project. The project was to begin this week so we would appreciate your action in this manner.
Thank you,
Scott and Janet Whitehouse



Enter Map Title...
 Web Print: 03/14/2024



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



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ORDINANCE NO. 1115
ORDINANCE VACATING CERTAIN NORTH-SOUTH RIGHT-OF-WAY ON THE
NORTH SIDE OF WEST VAN BUREN STREET, JUST WEST OF THE
INTERSECTION WITH NORTH MAIN STREET IN THE CITY OF FARMER
CITY, DEWITT COUNTY, ILLINOIS

WHEREAS, under and pursuant to Section 11-91-1 of the Illinois Municipal Code (65 ILCS 5/11-91-1), (collectively, the "**Act**"), the Mayor and City Council (the "**Corporate Authorities**") of the City of Farmer City, DeWitt County, Illinois (the "**City**") are authorized to vacate any right-of-way, or part thereof, dedicated for street or alley purposes within any incorporated area of the City; and

WHEREAS, The City has received a request to vacate certain right-of-way generally running north-south located on the north side of West Van Buren Street, just west of the intersection with North Main Street, as designated as "Boundary of Surveyed Tract" on a Vacation Plat, attached as an Exhibit. Said area to be vacated is approximately 2,075 square feet and is hereinafter referred to as "Subject Right-of-Way" and is west of the real estate described as common address of 108 West Van Buren Street, Farmer City, DeWitt County, Illinois (PIN 05-28-135-005), abutting the Subject Right-of-Way.

WHEREAS, subject to the reservation of a certain general utility easement to the City as provided in Section 3 of this Ordinance below, the Corporate Authorities hereby find and determine that the public interest will be subserved by vacating the Subject Right-of-Way.

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

Section 1. Incorporation of Preambles. The Corporate Authorities hereby find and determine that all of the recitals contained in the preambles to this Ordinance are full, complete, true and correct and hereby incorporate them into this Ordinance by this reference thereto.

Section 2. Vacation of Subject Right-of-Way. Under and pursuant to the Act, the Corporate Authorities hereby vacate, subject to the reservation of a certain general utility easement unto the City as provided in Section 3 of this Ordinance below, the Subject Right-of-Way as designated on the attached Exhibit, which is incorporated by reference.

Section 3. Reservation of General Utility Easement. In connection with vacating the Subject Right-of-Way, the Corporate Authorities hereby reserve unto the City, its successors and assigns (including any other utility or telecommunications provider licensed or franchised by the City), a perpetual general utility easement to survey, construct, operate, maintain, test, inspect, repair, remove, replace, use and control and abandon in place any public utility facilities, including but not limited to any electrical, natural gas, water, storm sewer, sanitary sewer, drainage, telecommunication or other like facilities, together with all appurtenant and related fixtures, systems and other equipment, in, upon, under, across, through, over, above and along the Subject Right-of-Way. No improvements or structures may be built upon said Subject Right-of-Way that might interfere or impede access to any utility facilities and fixtures.

Section 4. Compensation. That it is hereby determined that compensation in an amount equal to the City's out-of-pocket expenses (e.g. City's attorney fees) shall be due the City from the owners of 108 West Van Buren Street, Farmer City (PIN 05-28-135-005) as a result of said vacation and no other damages are owing to or by the owners of any of the

property abutting upon said alleged Subject Right-of-Way hereinabove described and herein vacated.

Section 5. Title Upon Vacation. Upon the effective date of this Ordinance as provided in Section 6 of this Ordinance below, title to the Subject Right-of-Way shall, subject to the reservation of the general utility easement as provided in Section 3 of this Ordinance above, vest in the present owner or owners of the land described below. As required by the Act, the legal description and/or permanent index number of the particular parcel of property acquiring title to the vacated Subject Right-of-Way is as follows:

Lots 1 & 2 (Ex Hwy 150) – Block 8, Weedman & McCord Addition,
commonly known as 108 West Van Buren Street, Farmer City, DeWitt County,
Illinois (PIN 05-28-135-005)

Section 6. Effective Date. Following its passage and approval as required by law, this Ordinance shall not become effective unless and until a certified copy of this Ordinance is filed or recorded in the office of the Recorder of Deeds in DeWitt County, Illinois.

This Ordinance is hereby passed by the affirmative vote of at least three-fourths of the City Council then holding office at a regular meeting on the date set forth below upon roll call vote as follows:

PASSED this 18th day of March 2024

Scott Testory, Mayor

Angie Wanserski, City Clerk

SEAL

STATE OF ILLINOIS)
COUNTY OF DEWITT) SS
CITY OF FARMER CITY)

CERTIFICATION OF ORDINANCE

I, the undersigned, do hereby certify that I am the duly selected, qualified and acting Clerk of the City of Farmer City, DeWitt County, Illinois (the "**Municipality**"), and as such official I am the keeper of the records and files of the Municipality and of the Mayor and City Council (the "**Corporate Authorities**").

I do further certify that the foregoing constitutes a full, true and complete excerpt from the proceedings of the meeting of the Corporate Authorities held on the 18th day of March, 2024, insofar as same relates to the adoption of Ordinance No. 1115, entitled:

ORDINANCE VACATING CERTAIN RIGHT-OF-WAY ON THE NORTH SIDE OF WEST VAN BUREN STREET, JUST WEST OF THE INTERSECTION WITH NORTH MAIN STREET IN THE CITY OF FARMER CITY, DEWITT COUNTY, ILLINOIS

a true, correct and complete copy of which ordinance (the "**Ordinance**") as adopted at such meeting appears in the proceedings of the minutes of such meeting and is hereto attached. The Ordinance was adopted and approved by the vote and on the date therein set forth.

I do further certify that the deliberations of the Corporate Authorities on the adoption of such Ordinance were taken openly, that the vote on the adoption of such Ordinance was taken openly and was preceded by a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, that such meeting was held at a specified time and place convenient to the public, that notice of such meeting was duly given to all of the news media requesting such notice, that the agenda for the meeting was duly posted at the City Hall and so that each page of the agenda was continuously visible for public review and inspection in a City Hall window 24/7 at least 48 hours prior to the meeting, that such meeting was called and held in strict compliance with the provisions of the open meetings laws of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the Corporate Authorities have complied with all of the applicable provisions of such open meeting laws and such Code and their procedural rules in the adoption of such Ordinance.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the City of Farmer City, Illinois, this 18th day of March, 2024.

(SEAL)

Angie Wanserski, City Clerk