

**REGULAR CITY COUNCIL MEETING
105 S MAIN ST
FARMER CITY, ILLINOIS
MONDAY, APRIL 17, 2023
6:00 P.M.
AGENDA**

PRELIMINARY MATTERS

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

PUBLIC HEARING REGARDING THE FISCAL YEAR 2023-2024 BUDGET

CONSENT AGENDA

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

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

UNFINISHED BUSINESS--Ordinances or resolutions previously tabled.

NEW BUSINESS--Ordinances and resolutions for initial consideration

- A. Approval of contract with ABM for \$_____ to replace and install all city water meters and appurtenances.
- B. Resolution 2023-80 entering into a collective bargaining agreement between the Fraternal Order of Police and the City of Farmer City.
- C. Resolution 2023-81 for Phase II Engineering for the Plum/150 intersection improvements in the amount of \$52,303.
- D. Ordinance 1100 approval of budget amendment for FY23.
- E. Ordinance 1101 an ordinance adopting an annual budget for the City of Farmer City for the fiscal year beginning May 1, 2023 and ending April 30, 2024.

EXECUTIVE SESSION

5 ILCS 120/2(c)21 Meetings to review closed session minutes, including the semi-annual review of closed session minutes pursuant to Section 2.06 of OMA.

OTHER ITEMS

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

ADJOURNMENT

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

MINUTES OF THE FARMER CITY, ILLINOIS

CITY COUNCIL REGULAR MEETING

APRIL 3, 2023 6pm

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

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

Pledge of allegiance to the flag

Public Comment Dick Zindars approached council to discuss his disagreement with their decision at the last council meeting. He does not agree with having to provide documentation for TIF eligible reimbursements. He also states that there should be compensation for an extra 4.55 acres that had been added to the original agreement. He also wishes to be reimbursed for the Rt. 54 turn lane and lift station and is asking again for the council to pay him \$225,000.

Proclamations/presentations

CONSENT AGENDA

- A. Approval of the minutes of the March 6, 2023 council meeting.
- B. Fund Warrant List

MOTION by McKinley to approve consent agenda. Seconded by Friedrich. Voted unanimously. Motion carried.

UNFINISHED BUSINESS

NEW BUSINESS

- A. Discussion regarding partial closing of Main St for filming.
Acrostar Films is asking the city to close one block of Main Street between Water and Green on Sunday, May 7, 2023. The street will be back open by noon.
- B. Resolution 2023-79 Resolution authorizing the execution of a contract for mowing between the City of Farmer City, Illinois and Camo's Lawn & Landscape.
The city received 2 bids; Z's Mowing and Camo's Lawn & Landscape. Camo's bid was the lowest at a total of \$1130 per mow. The city had removed the cemetery lift station from this year's bid. Camo's prices are the same as last year except for the cemetery.
MOTION by McKinley to approve Resolution 2023-79 Resolution authorizing the execution of a contract for mowing between the City of Farmer City, Illinois and Camo's Lawn & Landscape. Seconded by Friedrich. Voting yes: Friedrich, Walsh, Strough and McKinley. Mayor Testory abstained. Motion carried.
- C. Approval to issue an RFP for auditing services.
The city has used Striegel Knobloch & Co for years. It is their opinion that it is time for fresh eyes to perform the audit this year.
MOTION by McKinley to issue an RFP for auditing services. Seconded by Friedrich. Voted unanimously. Motion carried.
- D. Approval of the bid from Building Systems of Illinois for \$758,900 for the construction of the street garage.

City manager McLaughlin has asked council to table this discussion for a future meeting. The city received two bids and both came in grossly overbudget. There is confusion over insurance coverage and McLaughlin would like to get clarification and ask the adjuster to take another look. She would also like to meet with the low bidder and ask them about value engineering.

MOTION by McKinley to approve the bid from Building Systems of Illinois for \$758,900 for the construction of the street garage. Seconded by Friedrich.

MOTION by McKinley to table this discussion for a future council meeting. Seconded by Friedrich. Voted unanimously. Motion carried.

E. FY 24 budget discussion.

McLaughlin explained to council that the fund balance is holding steady. There continues to be a decline in telecom tax and franchise fees and council may have to look into alternative revenues in the future (i.e., streaming service tax). The 3 utilities are currently operating at a deficit. McLaughlin explained that we will begin to bill the electric energy cost adjustment amounts at a higher amount more in line with what is owed. The pool continues to operate as a loss and more so with the increase in salaries. The tub grinder cost for the street department increased 30%. There is currently an ordinance on the books that charges residents for brush pickup. The council may have to look at enforcing this ordinance or modify the current ordinance with another amount. The crossing guard fund runs out of money this year. The chief has passed this issue on to the school's safety committee to see if they can offer assistance.

EXECUTIVE SESSION

MOTION by McKinley to go into executive session for 5 ILCS 120/2 (c) (2) Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Seconded by Friedrich. Voted Unanimously. Motion carried.

MOTION by Strough to go into executive session for 5 ILCS 120/2(c)(1) Personnel to discuss appointment, employment, compensation, discipline and/or performance of specific employee (s) pursuant to Section 2 (c)(1) of the Open Meetings Act. Seconded by Walsh. Voted unanimously. Motion carried.

OTHER ITEMS

City Manager report

City manager McLaughlin congratulated city clerk Angie Wanserski on receiving her Certified Municipal Clerk certification. The Prairie Ridge playground is currently a muddy mess. There will be a sidewalk installed from the parking area to the playground once the weather permits. There has been vandalism at Weedman Park and a lock broken at South Park. Residents are asked to call the nonemergency if they see anything suspicious.

Non-agenda items and other business

ADJOURNMENT

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

Exhibit B
Scope of Work

Infrastructure Improvement Project for City of Farmer City, IL

The following facilities are included in the scope of work below:

Facility Name	Address
City-Wide Water Meters	Various

Technical Categories

The following pages are the detailed descriptions of the facility improvements that will be made at the customer's sites as described herein.

TC Number	Technical Category Title
TC-13.1	Water Meters, Zone Metering, Meter Infrastructure and Leak Detection

TC 13.1 – WATER METERS

The scope of work will include the following:

Cellular Based Network Installation and Replacement of Water Meters

ABM will provide the following materials and services for the replacement of the existing small residential water meters and large commercial water meters including a cellular based meter reporting capability.

Water Meter installation

ABM will provide and install Diehl and Kamstrup water meters and integrate to the existing Civic Software system as shown in the table below. ABM utilized a list of metered water services generated from data files provided by the City of Farmer City, IL. By evaluating the quantity of meters replaced in recent years; meters will be replaced with Itron AMI cellular communication capabilities, and the remaining existing-to-remain meters will be upgraded with the new Itron AMI cellular communication capabilities. Specific quantities of services, meters and related components are shown below:

AMI HARDWARE, SOFTWARE, AND SERVICES	
VC-934 Versa Collector	2
VC-820 Cellular Modem	2
TR-1901 Pole Mounted 900MHz LAN Repeater	5
DT-116 Centron Reset Key	1
DT-420-VM-BUN Programming Kit	1
TC-1220RD Tantalus Single Phase Remote Disconnect Module - Itron	325
PP-1320 Tantalus Poly Phase Module - Itron CP3	20

SV-4001 TUNet Control Center Annual Hosting - Year 1 Only + HOSTING SET UP FEE	1
TCC-2001 TUNet Control Center Head End Software	1
NSE-201 TUNet Software License - per Endpoint	345
PPA-1 Polyphase Software - per Endpoint	20
NSE-400 TRUScan - Itron Electric ERT Reading - One Time	825
NSE-420 TRUScan - Itron Water ERT Reading - One Time	1072
TAL-601-1 TUNet Application License - Consumption Alarms	1
SV-1000 Deployment Services	1
Itron C2SXD 2S CL200 240V w/ Disconnect with module Installed at Itron (min qty 120)	325
Itron Centron Poly 3 - Any form, Module installed at Itron	20

METERS AND ERT'S	
Diehl 5/8"x1/2" Ultrasonic Meter with 5' cable & Itron Connector	944
Diehl 1" Ultrasonic Meter with 5' cable & Itron Connector	25
Diehl 1.5" Ultrasonic Meter with 5' cable & Itron Connector	2
Diehl 2"x17" Lay Ultrasonic Meter with 5' cable & Itron Connector	25
Kamstrup 3" Ultrasonic Meter with 5' cable & Itron Connector	4
Kamstrup 4" Ultrasonic Meter with 5' cable & Itron Connector	6
Itron 100W Pit ERT (ERW-1300-402)	630
Itron 100W Wall Mount ERT (ERW-1300-313)	465
Itron Thru Lid Antenna (CFG-0900-003)	609
Itron 100' Roll of 24 Gauge Coated 3 Wire (8,000' total)	80
Itron IMR-0902-003 Handheld Radio (requires iOS, Android or Win10)	1

IMPLEMENTATION	
Install 5/8" X1/2" Diehl Meters with Remote Transmitters	944
Install 1" Diehl Meters with Remote Transmitters 1 EA	25
Install 1-1/2" Diehl Meters with Remote Transmitters	2
Install 2" Diehl Meters with Remote Transmitters	25
Install 3" Kamstrup Meters with Remote Transmitters	4
Install 4" Kamstrup Meters with Remote Transmitters	6
Install Itron Endpoint Only on existing meters.	268
3/4" Provide - Remove and replace service valve at time of meter appointment	Up to 50
Provide grounding of Meter	Up to 400
Run New Wire from interior meter to exterior of home	Up to 500
Meter Box Frame Removal	Up to 400
Drill Meter Lid / Install Through the lid Antenna	Up to 500
Meter Pit Replacement including setter replacement and replumb	Up to 25
Vac / Clean Pits per location (Water for cleaning and dump location)	Up to 250

Maintenance (Yearly, 1st year only)	
Monthly System Health, Repair guides, yearly refresher training - Setup	Setup
Monthly System Health, Repair guides, yearly refresher training - Monthly Recurring	12 Months
Monthly System Health, Repair guides, yearly refresher training - Onsite training	8 hours

Only the services listed in the sizes, types and quantities listed in the Tables above will be targeted for replacement. Any additional metered services not listed are not included as part of this Scope of Work.

Unless otherwise defined in the tables above, the meters will be replaced like for like. Installation of strainers, test ports, valves, bypasses, or piping modifications is not included.

Installation Services Include the following:

- ABM will set up a call center to schedule indoor meter replacements with the end users. A two- hour window will be provided for the installation arrival time.
- Removal of the old meter and installing new gaskets for the existing couplings/flanges.
- Providing new bolts for flanged meters.
- Installation of new meter and ERT.
- ABM will work directly with the Utility's Billing Software Provider to develop and write a batch update program to handle all the changeout data from the installations in the field to automatically update the billing system with the data.
- ABM will provide all necessary data and support for the data integration into the Customer's billing system. ABM will coordinate route installations working closely with the Customer's billing department to execute the project in a planned and organized manner.
- Installers will utilize handheld data collections devices equipped with a custom "installation app." Utility installers will use this device to collect required installation data, pictures, GPS coordinates, and notes.
- Installation data will be quality reviewed, and errors posted for reconciliation by Customer personnel. Once quality checked and reconciled, the data will be posted in the proper format for automated upload to the Utility's billing system.
- Searchable access to installation data including out reads, serial number data, pictures, mapped meter location using field collected GPS, installation notes, pictures, and information related to return trips to troubleshoot a given installation.
- Review of all installation data to include photo reviews, serial number reviews against CIS and inventory, duplicate ids, read review, and programming status review, and proper registration on TUNet network. Errors requiring field reconciliation will be posted for Customer personnel to address.
- Access to daily reads collected via the TUNet System.
- Confirming quantity and serial number for each delivered inventory item as compared to manufacturer manifest.
- Maintaining overall data for product received, product installed, and product on hand.
- Maintain daily inventory of all metering products loaded to each truck and product returned at the end of each day and identifying discrepancies.
- Loading vehicles with product each day so the installation crew is ready to go each morning with metering products.
- ABM will ship all product to a central location provided by the Customer. ABM will deliver all removed meters to the location for use in resolving billing disputes or for recycling/disposal by the Customer. Ideally, this location will have room for overnight parking of installation vehicles, daily parking for employees, and provision for a small office space with phone and internet access.

Customer Required Assistance

- Designated representative for assistance on project installation issues.
- Prior to ABM placing material orders, Customer will conduct a detailed audit of meter sizes and meter placement (inside versus pit. This is to assure the correct sizes of meters and types of endpoints are ordered.

- Access where end use customer prevents ABM from accessing the meter after three documented attempts are made to perform the replacement or schedule an appointment.
- Assistance, if-needed, to shutoff water to a specific service address in the unlikely event a line-break does occur during meter replacement activities.
- Shut-off assistance for meter services where the existing valve(s) does not function sufficiently to allow for the replacement of the meter should valve replacement quantities as specified in the tables above.
- Repair of old or leaking water service pipe that may have occurred prior to or during meter replacement activities that is not a result of negligence on the part of ABM.
- Re-plumbing, repair, or replacement assistance for meters with non-standard plumbing or access conditions unless otherwise scoped and covered within this Contract.
- Continued manual reading of meters, even those equipped with an ERT until such time that a route or group of routes is fully installed, and troubleshooting completed, and route has been accepted.
- Allocate staff to reconcile installation errors as identified by the work order system.
- Inspection and sign-off of meter installations as routes are completed.
- Upload installation data into Utility billing system and reconcile discrepancies in billing system.
- Any Lead Service Lines that will need repair will be brought to the Customer's attention. The new meter will be turned over to the Customer for future installation by the Customer.

Warranty

- ABM will warrant its installation services for a period of one year from date of project completion. This is a workmanship warranty and does not include product. Product warranty is provided directly from the supply vendor. Unless noted otherwise, standard published manufacturer warranties apply.
- ABM and Customer will document a mutually agreed-upon warranty replacement process. Customer will provide a dedicated individual for warranty communication and processing. Any key personnel turnover will result in a joint meeting between both parties to reiterate the process, accountability, and escalation path.
- Meter failure and AMI meter reading counts should be reviewed at least quarterly by both parties during the warranty period for timely visibility to any trend beyond expectations. Any meter failure shall be documented with a photograph and descriptive note at the time of replacement to identify non-routine causes of failure such as physical damage or tampering.

Training

- TUNet will provide a 2-3-day training event for Customer personnel to train them in the use of the meter reading software and equipment.
- ABM will provide additional on the job training for Customer personnel, over and above manufacturers training, to develop skill, expertise, and comfort with the system.

Exclusions

- Replacing old or damaged service pipe outside of the meter set
- Correction of any code violations encountered while installing water meters is not included as part of this project.
- Cost to remove, replace, or restore wall materials, concrete, asphalt, or other pavements required to access the meter is not included as part of this project.
- Cost to mitigate out of scope network/gateway issues or conduct future propagation studies to address excessive meter reading attempts or non-reads is not included as part of this project.
- Existing meters and/or ERTs not replaced under this scope of work are not warranted by ABM and will be the responsibility of the Customer.
- It may not be possible to determine if minimum straight pipe recommendations from the manufacturer are achieved due to obstructions, walls, buried service piping, etc. Re-plumbing to achieve straight pipe recommendations is not included as part of this project.
- ABM is not responsible or liable in any way for Meter Accuracy Testing, Network Functionality, Recognized Revenue, or Operational Cost Savings as part of this project.
- ABM is not responsible or liable in any way for production, product, or revenue losses resulting from extended utility downtime for industrial sites due to any reason outside of ABM installation error.
- Customer shall contract directly with TUNet for annual recurring support, hosting, and software licensing fees.

Notes

- Pricing is good through May 31, 2023. After May 31, 2023, pricing will need to be revisited.
- Customer must provide bins for removed meters/endpoints/miscellaneous materials and must empty/recycle as needed.
- Connex boxes will be provided to store new inventory during implementation phase. The storage location will be on Customer property.

Exhibit E-1
Financial Terms and Conditions – Implementation Phase

Customer shall make payments to ABM pursuant to this contract.

The price to be paid by Customer for the Work shall be \$3,741,169. Payments (including payment for materials delivered to ABM and work performed on and off-site) shall be made to ABM as follows:

1. First payment due: 50% (\$1,870,584.50) upon contract financing close date.
2. All subsequent payments are progress payments based on completion of project.

Payment Terms: Payment shall be made within thirty (30) days of Customer's receipt of Contractor's invoice. If Contractor is providing recurring services the payment terms outlined in Exhibit E shall control and the parties agree that Contractor's compensation may be adjusted due to factors beyond its reasonable control, including but not limited to increases to minimum, prevailing or living wages, increases required by collective bargaining agreements, increases occasioned by government mandates including the Federal Affordable Care Act, increases to insurance costs and supply cost increases. For any such price increase to be effective, Contractor must provide written notice to Customer at least thirty (30) days in advance of the increase date. Should Customer determine that it does not wish to continue with the ongoing services portion of the Agreement due to the anticipated price, Customer may terminate the Agreement as it pertains to the ongoing services upon thirty (30) days' written notice to Contractor.

Exhibit E-2
Financial Terms and Conditions – Performance Phase

ABM has included the Measurement and Verification Services as detailed in Exhibit G-3 at no additional cost to the Customer.

Exhibit F
Press Release Authorization

Consent to Use Name, Logo &/or Quote

ABM requests permission to use City of Farmer City, IL's logo/photo and potentially a quote, as part of ABM's marketing communications plan.

Your Company consents to ABM's use of your name, logo/photo and/or customer quote:

(Please initial those instances where you are granting your Company's consent.)

X_____ In a press release, case study and/or client profile.

X_____ In a listing of representative customers on ABM's web site.

X_____ In a listing of representative customers on ABM's sales brochure.

X_____ In a listing of representative customers in ABM's employee recruiting materials.

X_____ In a listing of representative customers in ABM's responses to Requests for Information, Requests for Quotations or Requests for Proposal.

X_____ In the ABM annual report, Description of Business in the following context: "ABM provides energy savings services for businesses, such as..."

This consent is valid from April 3, 2023 to April 3, 2025

ABM thanks you for your consideration and assistance in this important request.

ABM Building Solutions, LLC

CUSTOMER

Todd Fisher

Susan McLaughlin

Title: General Manager

Title: City Manager

Exhibit G-1

Water Meter Non-Measured Project Benefits

Calculations showing the Non-Measured Project Benefit assumptions are included in Exhibit G-4. Customer agrees that the Non-Measured Project Benefits are reasonable and that the installation of the Project will enable Customer to take actions that will result in the achievement of such Non-Measured Project Benefits.

Customer understands that it will be required to enter into services agreements directly with vendors detailed in this Agreement in order to achieve the Non-Measured Project Benefits. Customer has reviewed the terms of those agreements and agrees that it will directly contract with services providers to provide those services. ABM will have no responsibility for ongoing services including, but not limited to, water meter reading, water meter billing, and water meter customer service issues required to achieve the Non-Measured Project Benefits.

ABM accepts no risk or liability associated with the following items, without limitation:

- a. water system revenue
- b. water usage/consumption trends
- c. water rationing programs
- d. demographic and/or population shifts
- e. changes in the industrial or commercial base
- f. regulatory changes
- g. droughts, floods, rainfall, or other weather or climactic conditions
- h. water system pressure variations
- i. non-metered water usage
- j. failure to collect amounts due for billable consumption
- k. changes in monthly base charges, monthly allowable minimum base consumption, or monthly volume charges
- l. changes to water and sewer rate schedules
- m. water quality
- n. failure of the water system to meet governmental requirements
- o. improper maintenance or unsound usage of the Improvement Measures or any related equipment
- p. performance of automatic meter reading equipment

Exhibit G-2
Baseline Parameters and Non-Measured Benefits

1. **Water Meter Rates**

Table 1 below includes the initial baseline water meter rates that were used to calculate Year 1 Non- Measured Project Benefit. These rates will be escalated annually by 20% for purposes of calculating non- measured project benefit starting with Year 2 of the term. These rates were furnished by Customer to ABM, which information forms the basis of the Non-Measured Project Benefits.

Table 1. Initial Baseline Water Meter Rates

Customer Type	Service	Water Consumption (CF)	Rate (\$)	Unit
Commercial Water	Water (Base Charge)	0 to 200	\$20.48	\$
Commercial Sewer	Sewer (Base Charge)	0 to 200	\$22.35	\$
Industrial Water	Water (Base Charge)	0 to 200	\$40.96	\$
Industrial Sewer	Sewer (Base Charge)	0 to 200	\$22.35	\$
Residential Rural Water	Water (Base Charge)	0 to 200	\$30.72	\$
Residential Rural Sewer	Sewer (Base Charge)	0 to 200	\$33.52	\$
Residential Water	Water (Base Charge)	0 to 200	\$20.48	\$
Residential Sewer	Sewer (Base Charge)	0 to 200	\$22.35	\$
Water Rate (CF) - Inside	Water per Unit	>200	\$0.052415	\$/CF
Sewer Rate (CF) - Inside	Sewer per Unit	>200	\$0.057180	\$/CF
Water Rate (CF) - Rural	Water per Unit	>200	\$0.078622	\$/CF
Sewer Rate (CF) - Rural	Sewer per Unit	>200	\$0.085721	\$/CF
Water Rate (Gal) - Inside	Water per Unit	>200	\$0.007155	\$/Gal
Sewer Rate (Gal) - Inside	Sewer per Unit	>200	\$0.008518	\$/Gal
Water Rate (Gal) - Rural	Water per Unit	>200	\$0.010515	\$/Gal
Sewer Rate (Gal) - Rural	Sewer per Unit	>200	\$0.011460	\$/Gal

2. **Water Meter Non-Measured Project Benefits**

This non-measured project benefit has been calculated using the Water Meter Rates, as well as Projected Annual Billable Water Increases. The total Water Meter Non-Measured Project Benefit for Performance Year One is **\$54,736**.

The Performance Year One non-measured project benefit breakdown is as follows:

Term	Year	Financial Benefit
1	2024	\$54,736
2	2025	\$61,304
3	2026	\$68,661
4	2027	\$76,900
5	2028	\$86,128
6	2029	\$96,464
7	2030	\$108,039
8	2031	\$121,004
9	2032	\$135,524
10	2033	\$151,787
11	2034	\$170,002
12	2035	\$190,402
13	2036	\$213,250
14	2037	\$238,840
15	2038	\$267,501
16	2039	\$299,601
17	2040	\$335,553
18	2041	\$375,820
19	2042	\$420,918
20	2043	\$471,428

Water Meter Non-Measured Project Benefit: \$3,943,862

The City of Farmer City will provide \$150,000 (One Hundred Fifty Thousand Dollars) each year for capital contribution to the project. This contribution will be provided each year during the twenty-year term.

The City of Farmer City will initiate a 12% (twelve percent) water and sewer rate increase each year for the 20-year term of the project. These funds will be directed to support the capital contribution for the project.

Client's Initials for escalation rate _____



Farmer City - ABM Water Meter Replacement Project - Sample Amortization with step payments - 3.24.23

Project Cost / Finance Amount: \$3,741,169.00
 Nominal Annual Rate: 5.50%
 Term: 20 years
 Frequency: Annual
 Estimated Closing: 5/15/2023

Payment Number	Payment Due Date	Payment Amount	Interest	Principal	Balance
1	10/15/2023	\$10,071.00	\$86,251.92	76,180.92-	\$3,817,349.92
2	5/15/2024	\$204,736.00	\$122,521.29	\$82,214.71	\$3,735,135.21
3	5/15/2025	\$211,304.00	\$205,432.52	\$5,871.48	\$3,729,263.73
4	5/15/2026	\$218,661.00	\$205,109.59	\$13,551.41	\$3,715,712.32
5	5/15/2027	\$226,900.00	\$204,364.26	\$22,535.74	\$3,693,176.58
6	5/15/2028	\$236,128.00	\$203,124.79	\$33,003.21	\$3,660,173.37
7	5/15/2029	\$246,464.00	\$201,309.61	\$45,154.39	\$3,615,018.98
8	5/15/2030	\$258,039.00	\$198,826.12	\$59,212.88	\$3,555,806.10
9	5/15/2031	\$271,004.00	\$195,569.41	\$75,434.59	\$3,480,371.51
10	5/15/2032	\$285,524.00	\$191,420.51	\$94,103.49	\$3,386,268.02
11	5/15/2033	\$301,787.00	\$186,244.81	\$115,542.19	\$3,270,725.83
12	5/15/2034	\$320,002.00	\$179,889.99	\$140,112.01	\$3,130,613.82
13	5/15/2035	\$340,402.00	\$172,183.83	\$168,218.17	\$2,962,395.65
14	5/15/2036	\$363,250.00	\$162,931.82	\$200,318.18	\$2,762,077.47
15	5/15/2037	\$388,840.00	\$151,914.32	\$236,925.68	\$2,525,151.79
16	5/15/2038	\$417,501.00	\$138,883.40	\$278,617.60	\$2,246,534.19
17	5/15/2039	\$449,601.00	\$123,559.43	\$326,041.57	\$1,920,492.62
18	5/15/2040	\$485,553.00	\$105,627.14	\$379,925.86	\$1,540,566.76
19	5/15/2041	\$525,820.00	\$84,731.20	\$441,088.80	\$1,099,477.96
20	5/15/2042	\$570,918.00	\$60,471.31	\$510,446.69	\$589,031.27
21	5/15/2043	\$621,428.00	\$32,396.73	\$589,031.27	\$0.00
Grand Totals		\$6,953,933.00	\$3,212,764.00	\$3,741,169.00	

Preliminary, subject to change

\$3,850,241

Payment Schedule

Date	Principal	Rate	Interest	Total P+I	Capitalized Interest Fund	Net Payment
05/01/2023	-	-	-	-	-	-
05/01/2024	-	-	200,212.53	200,212.53	(200,212.53)	-
05/01/2025	4,523.46	5.200%	200,212.53	204,735.99	-	204,735.99
05/01/2026	11,326.68	5.200%	199,977.31	211,303.99	-	211,303.99
05/01/2027	19,272.67	5.200%	199,388.33	218,661.00	-	218,661.00
05/01/2028	28,513.85	5.200%	198,386.15	226,900.00	-	226,900.00
05/01/2029	39,224.57	5.200%	196,903.43	236,128.00	-	236,128.00
05/01/2030	51,600.24	5.200%	194,863.75	246,463.99	-	246,463.99
05/01/2031	65,858.46	5.200%	192,180.54	258,039.00	-	258,039.00
05/01/2032	82,248.10	5.200%	188,755.90	271,004.00	-	271,004.00
05/01/2033	101,045.00	5.200%	184,479.00	285,524.00	-	285,524.00
05/01/2034	122,562.34	5.200%	179,224.66	301,787.00	-	301,787.00
05/01/2035	147,150.58	5.200%	172,851.42	320,002.00	-	320,002.00
05/01/2036	175,202.41	5.200%	165,199.59	340,402.00	-	340,402.00
05/01/2037	207,160.94	5.200%	156,089.06	363,250.00	-	363,250.00
05/01/2038	243,523.30	5.200%	145,316.69	388,839.99	-	388,839.99
05/01/2039	284,847.52	5.200%	132,653.48	417,501.00	-	417,501.00
05/01/2040	331,759.59	5.200%	117,841.41	449,601.00	-	449,601.00
05/01/2041	384,963.08	5.200%	100,589.91	485,552.99	-	485,552.99
05/01/2042	445,248.17	5.200%	80,571.83	525,820.00	-	525,820.00
05/01/2043	513,499.07	5.200%	57,418.92	570,917.99	-	570,917.99
05/01/2044	590,711.02	5.200%	30,716.97	621,427.99	-	621,427.99
Total	\$3,850,241.05	-	\$3,293,833.41	\$7,144,074.46	(200,212.53)	\$6,943,861.93

RESOLUTION 2023 - 80

RESOLUTION ENTERING INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
FRATERNAL ORDER OF POLICE AND THE CITY OF FARMER CITY

WHEREAS, the City of Farmer City recognizes the Fraternal Order of Police (FOP) as the collective bargaining agent for the city's police department; and

WHEREAS, the Collective Bargaining Agreement with the FOP expires on April 30, 2023; and

WHEREAS, the City of Farmer City and the FOP have come to a renewed agreement for May 1, 2023 through April 30, 2025; and

WHEREAS, the FOP ratified the agreement on March 30, 2023;

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Farmer City and the Fraternal Order of Police enter into this agreement dated May 1, 2023 through April 30, 2025.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT,
ILLINOIS THIS 17th DAY OF APRIL 2023

AYES:

NAYS:

ABSTAIN:

ABSENT:

Angie Wanserski, City Clerk

Scott Testory, Mayor

ILLINOIS FOP LABOR --- COUNCIL

and

CITY OF FARMER CITY

Police Officers and Sergeants

May 1, 2023 - April 30, 2026

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487 Carol Stream - Phone:
708-784-1010 / Fax: 708-784-0058 Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

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ARTICLE 1 – PREAMBLE

This Agreement entered into by the City of Farmer City, Illinois (hereinafter referred to as the Employer) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the Labor Council).

ARTICLE 2 – RECOGNITION

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on any and all matters relating to wages, hours and other terms and conditions of employment of all members of the bargaining unit as defined by executive Director's Order and Certification of Representative: case number S-RC-10-190. The unit includes all persons employed as full-time sworn officers by the City of Farmer City in its Police Department, in the following ranks or titles: Sergeant and Patrolman. The following employees are excluded: The Chief of Police and all other all part-time employees, confidential, managerial and supervisory employees as defined in the Act, and all other employees of the City of Farmer City.

ARTICLE 3 – DUES DEDUCTION

Section 3.1 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Labor Council dues set forth in such form, and any authorized increases therein, and shall remit such deductions by the tenth (10th) day of the month following the month in which the deductions are made, including a listing of names for whom deductions were made, to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council in accordance with the laws of the State of Illinois. The Labor Council shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 3.2 – Indemnification

The Labor Council agrees and shall indemnify the Employer and hold it harmless against any and all claims, demands, judgments or other forms of liability and for all legal fees that may arise from or be in any way connected with any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article. In the event of any legal action brought against the Employer in any court, agency, or other forum arising from any action taken or not taken by the Employer to comply with the provisions of this article, the Labor Council agrees to defend such action, at its own expense through its own counsel provided that the Employer gives prompt notice of any such action to the Labor Council, permits the Labor Council to intervene, and gives all reasonable cooperation to the Labor Council and its counsel in securing and giving evidence and obtaining relevant information. It being understood that the Labor Council shall reimburse the Employer for any reasonable cost it may incur in so doing.

ARTICLE 4 – MANAGEMENT RIGHTS

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the Employer which are not specifically limited by express language of this

Agreement are retained by the Employer, provided, however, that no such rights shall be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 5 – NO STRIKE/ NO LOCKOUT

Section 5.1 – No Strike/No Lockout Commitment

Neither the Labor Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Labor Council nor any employee shall refuse to cross any picket line, by whoever established.

The Employer agrees that during the term of this agreement, it will not, as a result of a labor dispute with the Labor Council, lockout, or prevent any employee from performing the employee's regularly assigned duties.

Section 5.2 – Resumption of Operations

In the event of action prohibited by Section 5.1 above, the Labor Council shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of Section 5.2.

Section 5.3 – Labor Council Liability

Upon the failure of the Labor Council to comply with the provisions of Section 5.2 above, any agent or official of the Labor Council who is an employee covered by this Agreement may be subject to the provisions of Section 5.4 below.

Section 5.4 – Discipline of Strikers

Any employee who violates the provisions of Section 5.1 of this Article shall be subject to disciplinary action. Any action taken by the Employer against any employee who participates in action prohibited by Section 5.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 6 – EMPLOYEE RIGHTS

Section 6.1 – Suspension, Dismissal or Loss of Pay

- a) The Employer shall comply with the provisions of the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1 et seq.)
- b) A bargaining unit member may be relieved of duty during the pendency of any investigation or inquiry by the bargaining unit member. Any member so relieved of duty shall receive all ordinary pay and benefits until suspended or discharged.
- c) Any suspension without pay or discharge shall be in accordance with law and Section 8.1 of this Agreement. A probationary bargaining unit member may be suspended

without pay or discharged in the discretion of the Employer. A post probationary bargaining unit member may be suspended without pay or discharged but such suspension without pay or discharge shall be subject to the grievance procedure.

Section 6.2 – Disciplinary Investigations

Before conducting an investigatory interview which may reasonably be expected to result in disciplinary action against an employee being questioned, that employee may request that a Labor Council representative be present.

If the employee requests a Labor Council representative, the supervisor shall either suspend the investigatory interview until a Labor Council representative can be present or advise the employee that it will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Employer may act on the basis of information obtained from other sources).

This Section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions; training; employee performance evaluations; routine requests for information related to the performance of duties or needed corrections of work techniques. Nor does this Section apply to meetings at which discipline is simply administered.

All communications under this Section shall be conducted as to not cause embarrassment to the officer.

Section 6.3 – Pre-Disciplinary: Meetings

For discipline other than oral or written reprimands, prior to notifying the non-probationary employee of the contemplated discipline to be imposed, the Employer shall meet with the non-probationary employee involved, inform the non-probationary employee of the basis for such contemplated discipline and give the non-probationary employee an opportunity to respond. Upon request, the non-probationary employee may be represented by a Labor Council representative.

Section 6.4 – Inspection of Files

An employee's personnel file, to include disciplinary history, if one is maintained by the Employer, shall be open and available for inspection by the affected employee during regular business hours, upon reasonable notice and request. The Employer shall have the right to have a representative of the Employer present during such review, and the employee may have a representative if he/she so desires. Not more than once annually, each employee may, upon request, have one (1) copy, without charge, of each item contained within his/her personnel file.

Section 6.5 – Personal Disclosure

No bargaining unit member shall be required or requested to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures, (including those of any member of his/her family or household) unless such information is reasonably necessary in investigating a violation of the law or Department rules and regulations.

Section 6.6 – Right to Bring Suit

The Employer shall not adopt any ordinance and the Police Department shall not adopt any regulations which prohibit the right of a bargaining unit member to bring suit arising out of his/her duties as a law enforcement officer.

Section 6.7 – Release of Information to the Media

No photograph, video recording or audio recording of a bargaining unit member under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered. However, the Employer shall not be precluded from complying with the Illinois Freedom of Information Act.

Section 6.8 – Surveillance of Employees

If the City is in possession or control of relevant surveillance (video, photographic, audio, GPS, or other recorded surveillance) of an employee, prior to the employee submitting to Interrogation, as defined in Section 2(c) of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/2(c)), regarding the subject matter observed in the surveillance, the City will give the employee notice of the existence of said surveillance material(s). The City's notice will be included along with other information required in the written notice required by the Uniform Peace Officers' Disciplinary Act. The City will allow the employee and Union a reasonable opportunity to observe the surveillance materials prior to the employee's Interrogation. An admission or confession obtained from an Interrogation where such notice and opportunity to view were not provided is inadmissible in a disciplinary hearing; the admissibility of the actual surveillance evidence will be left to the trier of fact.

ARTICLE 7 – GRIEVANCE AND ARBITRATION

Section 7.1 – Discipline

- a) No non-probationary bargaining unit member shall be disciplined without just cause. Discipline shall include oral reprimand, written reprimand, and suspension without pay, demotion or discharge.
- b) In the case of a probationary employee, if his/her job performance is judged unsatisfactory by Employer either during or at the conclusion of the employee's probationary period, the Employer may, at its sole discretion, dismiss the probationary employee.
- c) During the pendency of criminal investigations of alleged wrongdoing by members of the bargaining unit, the Employer may place an employee on unpaid leave. The unpaid leave will not exceed seven (7) calendar days. If the investigation identifies wrongdoing by an employee on an unpaid leave, the unpaid leave will be a part of the discipline imposed on the employee and the employee will be so notified. Otherwise, the employee will be paid for time off pending the investigation.

Section 7.2 – Definition of a Grievance

A grievance is defined as any unresolved dispute between the Employer and the Labor Council or any bargaining unit member regarding the discipline of a post-probationary bargaining unit member, or other application, meaning or interpretation of this Agreement. Oral Warnings shall not be grieved.

Section 7.3 – Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a grievance shall be made between the employee and the Chief of Police. In the event of a grievance, the employee shall first complete his assigned work task and grieve later. If the employee reasonable believes that the assignment endangers his safety, he may advise the Chief of Police.

Section 7.4 – Representation During the Grievance Procedure

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. The employee(s) is entitled to Labor Council representation at each and every formal step of the grievance procedure upon his request. Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 7.5 – Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and section of the Agreement allegedly violated, the date of the alleged violation, the relief sought and the date. The grievance shall be filed on the form attached to this Agreement as "Appendix C".

Section 7.6 – Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as settled grievances.

The Employer's failure to respond within the time limits shall not result in a finding in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2. Time limits may be extended by mutual agreement.

Section 7.7 – Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual agreements shall not be denied unreasonably.

Section 7.8 – Steps in Procedure

- a) STEP 1: The grievance shall be reduced to writing and presented to the Chief of Police within ten (10) business days (Monday through Friday, holidays excluded) of its occurrence, except the number of days to present the grievance shall be extended for the duration of any leave of the employee permitted by this agreement, or absence of the Chief of Police. Failure to timely file the grievance shall be an absolute bar to further processing the grievance. The Chief will schedule a meeting with the employee and the Local Union Representative within twenty (20) business days after receipt of the grievance. The Chief shall then render a decision within fifteen (15) business days of the meeting.
- b) STEP 2: If the disposition of the settlement in Step 1 is not satisfactory, or the time limits expire without the assurance of a written reply, the Labor Council may submit the grievance to final and binding arbitration by notifying the Employer in writing. In

such event, a list of arbitrators from the Federal Mediation and Conciliation Service shall jointly be requested by the parties. Nothing in this Article shall prohibit the Employer and Labor Council from agreeing upon and using any other means or person to act as arbitrator as established in this Article, but in either case, the decision and scope of authority shall be as set forth in this Article.

Section 7.9 – Selection of an Arbitrator

When a list of arbitrator's names is received, either party may reject an entire panel. The parties shall alternatively strike individual names from the list, with the order of striking determined by a coin toss. The last remaining name shall be the arbitrator. Nothing in the Article shall preclude the parties from agreeing to use expedited arbitration procedures.

Section 7.10 – Powers and Authority of the Arbitrator

The Employer or Labor Council shall have the right to request the arbitrator to require the presence of witnesses and/or documents.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the Employer and the Labor Council and his decision must be based only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

Section 7.11 – Costs

- a) Each party shall bear the full costs for its representation in the grievance procedure. Additionally, each party shall bear the expense of its own witnesses.
- b) If only one party requests the presence of a court reporter for the proceedings, the party requesting the court reporter shall bear all costs of that court reporter's appearance. If only one party requests a transcript, that party shall bear all costs of that transcript. If the party that did not request the presence of a court reporter requests a transcript, that party shall bear one-half the cost of the court reporter's appearance fee and one-half the costs of preparing the transcript. If the arbitrator requests a transcript or the presence of a reporter, then the parties shall bear one half the costs of the court reporter's appearance fee and the costs of transcript production.
- c) The expenses and fees of arbitration and the cost of the hearing shall be shared equally by the parties.

ARTICLE 8 – LAYOFF

Section 8.1 – Layoff Order

Layoff shall be only for lack of work or lack of funds. In the event of a layoff, police officers will be laid off in the reverse order of their seniority and rehired by seniority.

Section 8.2 – Notice

Insofar as possible, the Employer will give at least thirty (30) calendar days' notice to the employee prior to the effective date of any layoff of that employee. The Employer will be obligated to notify the Labor Council of its intention and the reason for such action. If the Labor Council

should so desire, it shall have the right to meet with the Employer within ten (10) business days to discuss the proposed layoff.

Section 8.3 – Recall Period

Employees who are laid off shall be placed on a recall list for a period of twenty-four (24) months. Should a recall occur, employees who are still on the list shall be recalled, provided they are then qualified to perform work for the position to which they are being recalled. The laid-off employee shall have ten (10) calendar days from the date of mailing, in accordance with Section 8.4 to accept the position offered. If the laid-off employee does not accept the position, the right of recall shall terminate.

Section 8.4 – Recall Rights

If an employee is recalled to a job classification of lower rank or rating, he shall have the right to return to the job classification he held prior to the layoff in the event it subsequently becomes available. Should an employee be recalled to a lower rated job classification, the employee shall have a right to refuse the recall without adversely affecting his status of the recall list. The Employer will hire no new employees into the bargaining unit as long as employee remain on the recall list who are qualified and willing to be recalled to the respective job classification. Employees eligible for recall shall be given ten (10) calendar days' notice sent by certified or registered mail to the last known address provided the Employer by the employee.

ARTICLE 9 – HOURS OF WORK

Section 9.1 – Shift, Workday and Workweek

- a) Normally scheduled shifts shall be eight consecutive hours work.
- b) When manpower is not affected by vacations, personal days, illnesses, training, or other reasons employees do not work a full week, shifts will be regularly scheduled to allow two (2) consecutive days off during the seven (7) day week.
- c) The workday shall be fixed and regular recurring period of twenty-four (24) consecutive hours.
- d) The workweek shall be fixed and a regularly recurring period of seven (7) days.
- e) Police Department personnel will be paid or compensated for any and all time spent at work.
- f) The Labor Council and the Employer confirm their understanding that due to scheduling issues that may arise, there may be occasions in which an employee does not receive two consecutive days off. Those scheduling conditions are more fully set forth in Section 9.2 of this Article.
- g) Should it become necessary to establish a work schedule departing from the current regular workday or work week, change the current shifts, schedule and/or days off of the bargaining unit members, the Employer will, absent emergency, give at least

fourteen (14) calendar days' notice of any such change(s) to all bargaining unit members affected by the change. Upon request of the Labor Council within five (5) calendar days of such notice, the City agrees to meet with the Labor Council to bargain the impact of such change, if any, upon the bargaining unit members affected by such change(s).

Section 9.2 – Selection of Shifts

- a) Annually, on or about January 15, employees with the greater length of service with the Department will be permitted to generally select the work shift the employee prefers from "available shifts" as defined below. When the Department has a sergeant, the sergeant will be assigned to second shift, unless the Chief assigns the sergeant to another shift for special purposes. The most senior officer (other than sergeant) will select first, the next senior officer second, and so forth.
- b) This Section is not violated if employees, from time to time, are required to work shifts other than the employee's selected shift, or have days off other than the regular day off due to vacations, sick leave, military service, personal leave, compensatory leave, bereavement leave, training, meetings, conventions or seminars, emergencies, unexpected or unusual events or circumstances, unique investigations or manpower shortages, or any other circumstances which reduce the available staffing of the Police Department.
- c) The Chief will have the right to assign officers to shifts in cases where the employee has unique skills or abilities (for example, for a particular investigation or series of similar investigations) or as the Chief believes in the best interest of the department in circumstances where employees otherwise assigned to shifts are inexperienced, or for additional or intensive training.
- d) Probationary officers have no right to select shift assignment.
- e) "Available shifts" are defined by the Chief, and may include certain days on which the employee works differing hours.

Section 9.3 – Police Schooling, Training and Meetings

The Employer will take steps to provide police personnel with continuing proper and adequate in-service training, subject to budgetary and other responsible limitations, as determined by the Employer. Employees may meet with the Chief to request training opportunities.

Section 9.4 – Special Services Details

Special details may be activated from time to time. The Chief of Police will select and appoint to such details from employees who, in his opinion, are qualified to perform the services required. Such selections will be made without regard to seniority.

Section 9.5 – Lunch and Breaks

Bargaining unit members may take a thirty (30) minute period during each shift for a paid lunch period and may have two paid breaks of 15 minutes each shift. Because the bargaining unit member is typically the only officer on duty during a particular shift, and because lunch and break

periods are paid time, the bargaining unit member's lunch or break periods may be interrupted by duties without violation of this provision.

Section 9.6 – Voting

After giving notice to the Chief of Police or his designee, bargaining unit members are entitled to up to two hours off work, without pay, for the purpose of voting in a general or special election, provided that the bargaining unit member is eligible to vote in that election, and the bargaining unit member's working hours begin less than 2 hours after the opening of the polls and ends less than 2 hours before the closing of the polls. The employer may set the time the bargaining unit member may be absent to vote.

ARTICLE 10 – SENIORITY

Section 10.1 – Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire as a full-time police officer.

Section 10.2 - Probationary Employee

- a) A full-time employee is a “probationary employee” for his first twelve (12) months of employment.
- b) Employees serving a probationary period shall be evaluated no later than the end of the sixth (6) month. The Chief of Police shall review the evaluation and performance with the employee, focusing on past performance, duties of the job and future expectations.
- c) If the Chief notes problems, but believes the employee is capable of growth, the Chief may extend the probationary period by an additional three (3) months.
- d) No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance/arbitration procedures.
- e) A probationary employee shall have no seniority, except as provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire as a full time police officer.

Section 10.3 – Suspension and Termination of Seniority

- a) Suspension of Seniority- Seniority shall be suspended while an officer:
 1. is on layoff status; or
 2. is on a leave of absence without pay.
- b) Termination of Seniority - Seniority, as well as the employment relationship, shall be terminated when an officer:
 1. resigns;
 2. is discharged for just cause; or
 3. is discharged during the probationary period.

ARTICLE 11 – SICK LEAVE

Section 11.1 - Definition of Sick Leave

- a) Sick leave shall be defined as the absence of an employee due to the employee's personal illness, injury or the serious injury or serious illness of a parent, child or spouse.
- b) The definition of parents shall also include both adoptive parents and in-laws.
- c) The definition of child shall include both step and adopted child.

Section 11.2 – Use of Sick Leave

- a) As a matter of policy, employees are not entitled to take a certain amount of sick leave each year.
- b) As sick leave is also an organizational benefit, an employee is expected to take sick leave in order to avoid the spread of disease to co-workers.
- c) Employees may take sick leave in minimum increments of two (2) hours.
- d) Sick leave is to be taken for only the following purposes:
 - 1. Personal illness (including disability caused by pregnancy or the effects thereof);
 - 2. Injury;
 - 3. Medical or dental appointment;
 - 4. Enforced quarantine;
 - 5. Sick leave for children, parent, spouse or immediate family members; or
 - 6. other serious circumstances, as approved by the Chief.
- e) Any employee may take up to two (2) consecutive working days of sick leave without a doctor's written statement. Absences for sick leave in excess of two (2) consecutive working days may be approved only upon submittal of a doctor's written statement that such leave was necessary.

Section 11.3 – Misuse of Sick Leave

Any employee that uses his or her sick leave for any other reason than its intended purpose, or any employee who misuses their sick leave shall be subject to discipline in accordance with this Collective Bargaining Agreement.

Section 11.4 – Accrual of Sick Leave

Employees shall accrue sick leave at the rate of eight (8) hours each month worked beginning with their first day of employment. A maximum of one thousand and forty (1,040) hours may be accrued.

Section 11.5 – Payment Upon Layoff

If an employee is on lay-off status, sick leave may not be utilized nor accumulated. Sick leave benefits accumulated up to the date of lay-off are retained by the employee and may be utilized upon recall to work.

ARTICLE 12 – PERSONAL LEAVE

Section 12.1 - Accrual of Personal Leave (Non-Probationary Employees)

- a) Employees with at least one full year of continuous service with the Employer shall receive two (2) days of personal leave annually, which shall accrue January 1 of each calendar year.
- b) Personal leave is not cumulative and must be taken during the calendar year.

Section 12.2 – Accrual of Personal Leave (Probationary Employees)

- a) Upon the completion of one full year of continuous service with the Employer, employees shall be credited with up to sixteen (16) hours of personal leave to be used during the then current calendar year.
- b) The amount of hours accrued shall be pro-rated to one and one-third (1 1/3) hours per month for each month remaining in the then current calendar year

Section 12.3 – Use of Personal Days

- a) Personal days may be taken together with holidays or vacation days but must be approved in advance by the Chief of Police. An employee planning to use personal leave with vacation must schedule that leave at the time vacation is scheduled.
- b) Personal leave should be requested forty-eight (48) hours in advance, unless extenuating circumstances excuse such advance request.
- c) Requests for personal leave shall not be unreasonably denied.

ARTICLE 13 – OTHER LEAVE

Section 13.1 – Bereavement Leave

Any permanent full-time Employer employee will be granted bereavement leave with pay in the case of death of a member in the employee's immediate family. IMMEDIATE FAMILY is defined as: parents, step-parents, spouse, children, step-children, employee's grandparents, brother, sister, grandchild, mother-in-law, father-in-law, sister-in-law, and brother-in-law. This leave will be given from the date of death through the day after burial as approved by the Chief of Police.

Section 13.2 – Jury Leave

An employee required to report for jury duty or jury service shall not suffer a loss of pay for so reporting. The Chief of Police is to be notified by the employee as soon as possible of the summons. An employee is required to turn over to the Employer any compensation, other than mileage; he/she receives for jury service from the Court.

Section 13.3 – Military Leave

The Employer agrees that it shall comply with all Federal and State Laws regarding military leave and benefits.

Section 13.4 – Unpaid Leaves of Absence

Other authorized leaves of absence may be granted without pay by the Chief of Police on a case-by-case basis. An employee granted leave will retain standing as a full-time employee. However, during the authorized leave, sick and vacation leave will not accrue. An employee will not be compensated for holidays that might occur during leave of absence. Insurance coverage will be continued only at the specific request of the employee taking authorized leave of absence. The Employer will not pay for any portion of the insurance coverage for an employee on authorized leave.

Section 13.5 – Legal Rights Regarding Other Leaves

Federal and State laws create rights in respect to continuing compensation due to duty-related injury, and family medical leave. This information is included for information purposes only; and such statutes and rights are not incorporated into this Agreement.

ARTICLE 14 – OVERTIME

Section 14.1 – Overtime

Employees shall be paid time and one-half for all hours worked or compensated for in excess of 40 hours in a work week. However, if an employee is called in to work during time that had previously been scheduled as vacation time, then those hours shall be paid at time and one-half, and the hours worked shall not be charged against vacation.

Section 14.2 – Overtime Scheduling by Chief

- a) If the Chief can reasonably anticipate the probability of overtime duties for members of the bargaining unit at least seven (7) calendar days in advance, which any member of the bargaining unit is qualified to perform, the Chief will provide an opportunity for officers to volunteer for the overtime.
- b) When a shift becomes available under 14.2 (a) the Chief will offer it to the officers (including the sergeant) first on the basis of least overtime worked that pay period. The Chief will track the overtime worked by officers in consultation with the officer designated by the bargaining unit. If an officer declines overtime, that officer, will be deemed to have "worked" those overtime hours for purposes of overtime tracking.
- c) If no member of the bargaining unit volunteers, the Chief may assign the work in his discretion. This provision does not require assignment of work to the bargaining unit. This provision does not prevent scheduling or arranging of schedules to avoid overtime. This provision does not prevent assigning of work to part time employees. Rather, this provision is intended to allow a mechanism for bargaining unit members to volunteer for extra work which the Chief has determined should be performed by the bargaining unit.

Section 14.3 – Call Back

- a) An officer who has completed his regularly scheduled workday or duty shift and has left work, or is on his regularly scheduled day off, or approved time off who is called back to work shall receive a minimum of two (2) hours pay at the overtime rate or pay at the overtime rate for all call back hours worked, whichever is greater.
- b) In cases where the call-in period is immediately prior to the start of the officer's workday or duty shift, the call in period shall end when the officer's workday or duty begins. Regardless, the officer shall receive a minimum of two (2) hours pay at the overtime rate or pay at the overtime rate for all call back hours worked, whichever is greater.

Section 14.4 – Court Time

- a) When and to the extent that an officer would otherwise be off-duty, time worked by the officer, while appearing in court as a result of duties performed as a police officer, shall be compensated, provided, however, that the officer shall receive no less than two (2) hours at the overtime rate for all time spent in court during the calendar day if he would otherwise be off duty.
- b) The awarding of court time overtime shall always depend upon the fact that the court appearance or court appearances occurred during an officer's approved time off.

ARTICLE 15 – HOLIDAYS

Section 15.1 – Schedule of Holidays

The following days shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Marin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Eve
Independence Day	Christmas Day

- a) To be eligible for the holiday pay, a full-time employee must work the regularly scheduled work day immediately before and after the holiday, unless excused in advance by the Chief of Police.
- b) When a holiday occurs during an employee's scheduled vacation time, the employee will be paid for the holiday; no vacation day will be considered as having been used.

Section 15.2 – Holidays and Pay

- a) If a full-time employee is not scheduled to work the day of the holiday, he will be paid eight (8) hours of holiday pay, depending upon length of that employee's regular shift.

- b) If a full time employee is required to work the day of the holiday, he will be paid regular pay for the holiday and will be paid time and one-half for the hours actually worked on the holiday.

ARTICLE 16 – VACATIONS

Section 16.1 - Vacation Accrual

- a) All members of the bargaining unit are eligible for vacation leave with pay in accordance with the following:
 - 1. After one (1) year of service - eighty (80) hours
 - 2. After five (5) years of service - one hundred and twenty (120) hours
 - 3. After ten (10) years of service - one hundred and sixty (160) hours
 - 4. After twenty (20) years of service - two hundred and forty (240) hours
- b) An employee's date of hire as a full-time employee shall determine the effective date for vacation time earned.

Section 16.2 – Use of Vacation Leave

- a) An employee must complete one full year of service in order to be eligible to utilize vacation time.
- b) Vacation time shall be taken during the vacation year of the employee unless the employee was unable to take vacation due to needs of the Employer, in which case that portion of the vacation time shall carry over to the next vacation year.
- c) An employee may sell back (request a buy-back) of no more than eighty (80) hours of vacation time on the first pay period following the employee's anniversary date. An employee making such a request must give thirty (30) calendar days' written notice in advance of the pay date.

Section 16.3 – Scheduling of Vacation

- a) Employees must request vacation leave at least 2 weeks in advance.
- b) All vacation leave must be pre-approved by the Chief of Police or his designee. Such approval shall not be unreasonably denied.
- c) Vacations shall be scheduled on a first-in-time basis. If, on the same day, two (2) or more officers put in for the same vacation selection, the request of the most senior officer shall be granted.
- d) Requested vacation time off periods will be approved or disapproved within seventy-two (72) hours of request submission. If the Chief is absent from work, he has seventy-two (72) hours from his return to work to respond to vacation requests.

Section 16.4 – Payment for Earned and Unused Vacation and Personal Leave

When an employee is dismissed, laid-off or resigns with appropriate notice, or in the event of death, he or his beneficiary will be entitled to full pay for the unused vacation pay and any unused personal leave.

ARTICLE 17 – WAGES

Section 17.1 – Method of Establishment of Wages

Wages shall be as specified in Appendix A.

In addition, Officer Jacob King will receive a two percent increase to his date of hire, April 30, 2020.

Section 17.2 – On-Call Pay

- a) An officer shall be compensated at five dollars (\$5.00) per hour for each hour “on-call” not to include any "call-out" which the officer is compensated at one and one-half their normal hourly rate.
- b) Officers shall be compensated a minimum of two (2) hours at overtime rate for any call- outs.

Section 17.3 – Lateral Transfer

For the purpose of initial wage placement of officers new to the Department who have full time experience from another department, the City shall have the option to recognize full- time experience as a police officer up to seven years. This provision shall be prospective only commencing May 1, 2013.

Section 17.4 – School Resource Officer (SRO)

This position shall be in the bargaining unit with all full-time unit members being eligible to apply. The salary for this position shall be based upon years of service in the bargaining unit. The City has full discretion and final say so on which applicant is named SRO. If the School District ceases participation in the program, which the City does not control, and the additional officer is not affordable/feasible without the School's funding, the City can exercise their rights under Article 8 - Layoff. Employees serving as a School Resource Officer shall be awarded an additional \$1.00 per hour.

Section 17.5 – Training Pay/Certifications

Employees that successfully complete an eligible certificate program/course shall receive 25 cents per hour added to their base with a maximum of one certificate pay increase per contract period. Certificate program eligibility is determined solely by the discretion of the City and with the pre-approval of the Chief.

Section 17.6 – Field Training Pay

Employees assigned Field Training duties shall be awarded an additional 50 cents per hour during the time in which they are assigned such duties.

ARTICLE 18 – INSURANCE AND PENSION

Section 18.1 – Insurance

- a) The Employer shall continue to provide insurance coverage offering substantially the same benefits. Insurance coverage shall be deemed “substantially the same” or “substantially the same benefits” whether or not individual items of coverage vary from provisions currently in effect. This provision is intended to require the Employer to offer coverage of the same general nature as is reasonably available from carriers from time to time.
- b) If it appears that insurance coverage, deductibles or co-payments will change substantially, FOP representative(s) shall be notified in writing within a reasonable period of time.
- c) Insurance premiums will be continued to be paid by the Employer at the rate of 100% for single coverage and 50% for dependent coverage.

Section 18.2 – Life Insurance

Effective July 1, 2011, Employer agrees to provide a minimum of twenty thousand and 00/100 dollars (\$20,000.00) term life insurance to each sworn Police Officer as long as the officer is an employee of the Farmer City Police Department.

Section 18.3 – Retiree/Disability Health Insurance

Employees will have the right to continue health coverage pursuant to Section 367j of the Illinois Insurance Code (215 ILCS 5/367j).

ARTICLE 19 – UNIFORMS AND EQUIPMENT

Section 19.1 - Uniforms

Uniforms consisting of uniform shirts with insignia, trousers, jackets, coats, hats, ties, badges, name bar and patches will be provided by the Employer. Any article of clothing or weapon, watch, denture, contact lens or eyeglasses damaged, etc., lost or destroyed in the performance of police duty will be replaced by the Employer provided there was no contributory negligence on the part of the employee. It will be the responsibility of the employee to complete the appropriate form and file it with the Chief promptly.

Section 19.2 – Weapons Furnished

Weapons, of a type and caliber approved by the chief, including holster and related leather, will be provided by the officer. Shotguns and other large weapons are provided by the Employer. The Employer will provide ammunition.

Section 19.3 – Protective Vest

The Employer agrees to furnish each sworn officer with an approved vest and shall replace such vest at or before the expiration of the warranty period.

Section 19.4 – Footwear Reimbursement

The Employer shall reimburse bargaining unit members up to one hundred dollars (\$100) per fiscal year for the purchase of work-related footwear of a type approved in advance by the

Chief. In order to receive the reimbursement, an employee must follow the Employer's procedures for expense reimbursement.

ARTICLE 20 – DRUG TESTING

Section 20.1 – Statement of Policy

It is the policy of the Farmer City Police Department that the public has the right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 20.2 – Prohibitions

This section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Farmer City Police Department. However, the following are prohibited:

- a) No employee shall work when under the influence of any intoxicating liquor or drug, except medication as prescribed by a physician for that employee. Even in case of a medication prescribed by a physician, no employee shall operate any equipment, machine or vehicle when unable to do so in a safe and alert fashion.
- b) Employees shall notify the Chief if any medication causes diminished alertness or substantially altered ability to perform work.
- c) No employee shall conceal or maintain any intoxicating liquor or drug in or on any of the Employer's property or at any Police Department work site.
- d) No employee shall consume alcoholic beverages on any work day at any time between the beginning and end of his /her work assignment.
- e) No employee shall work bearing the odor of alcohol or drugs, such as marijuana.

Section 20.3 – Drug and Alcohol Testing

- a) Where the Chief of Police or the City Manager has reasonable suspicion to believe that an officer is under the influence of alcohol or illegal drugs during the course of the work day, the Chief of Police or his designee (as defined above) shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement.
- b) There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Section 20.8 below.

Section 20.4 – Order to Submit to Testing

- a) At the time an officer is ordered to submit to testing authorized by this Agreement, the Chief of Police or the City Manager shall provide the officer with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of reasonable suspicion that the officer is under the influence of alcohol or illegal drug.

- b) The officer may consult with a representative of the FOP or a private attorney at the time the order is given, provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes.
- c) No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel.
- d) Refusal by the officer to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.
- e) Officer involved shootings: the City shall comply with the requirements of 50 ILCS 727/1-30.

Section 20.5 – Tests to be Conducted

In conducting the testing, authorized by this Agreement, the Farmer City Police Department shall:

- a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has been or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b) ensure that the laboratory or facility selected conforms to all NIDA standards;
- c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result;
- d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for:
 - 1. initial screening,
 - 2. a confirmatory test, and
 - 3. a sufficient amount to be set aside reserved for later testing if required by the officer.
- e) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- f) confirm any positive test in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GAMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense; provided the officer makes such demand of the Chief or his designee within seventy-two (72) hours of receiving the results of the test;

- h) require that the laboratory or hospital facility report to the Chief of Police that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that the initial, unconfirmed test may not, in itself, be used in any manner or forum adverse to the officer's interests;
- i) require that with regard to alcohol testing, for the purpose of determining whether or not the officer is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood to be considered positive. This shall not preclude the Employer from attempting to show that lesser test result, i.e. below .02, demonstrate that the officer was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases;
- j) provide each officer tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the officer; and
- k) ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty without pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result. If the employee has been relieved from duty without pay and there is a negative test result, the employee will be paid for all time off relating to the testing.

Section 20.6 – Right to Contest

- a) The Labor Council and/or the officer, with or without the Labor Council, shall have the right to file a grievance concerning:
 - 1. any testing permitted by this Agreement;
 - 2. contesting the basis for the order to submit to the test;
 - 3. the right to test;
 - 4. the administration of the tests;
 - 5. the significance and accuracy of the test;
 - 6. the consequences of the testing; or,
 - 7. the results or any other alleged violation of this Agreement.
- b) It is agreed that the parties in no way intend or have in any manner restricted, diminished, or otherwise impaired any constitutional rights that officers may have with regard to such testing. Officers retain any such constitutional rights as may exist and may pursue the same at their own discretion with or without the assistance of the Labor Council.

Section 20.7 – Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an officer who, prior to being directed to participate in any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Employer may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Employer may make available a means by which the officer may seek referrals

and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

Section 20.8 – Discipline

- a) Employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem prior to detection by the Employer shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:
 1. the officer agreeing to appropriate treatment as determined by the physician(s) involved;
 2. the officer discontinues his abuse of the prescribed drug or abuse of alcohol;
 3. the officer completes the course of treatment prescribed, including an “after care” group for a period of up to twelve (12) months; and
 4. the officer agrees to submit to random testing during hours of work during the period of “after care”.
- b) Officers who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.
- c) The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active or paid status through the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as vacation time, sick days or personal leave days, or take an unpaid leave of absence pending treatment at his option.
- d) The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to an employee seeking alcohol or drug abuse treatment.

ARTICLE 21 – GENERAL PROVISIONS

Section 21.1 – Mileage

An allowance per mile will be paid to an employee using his personal vehicle for authorized Employer business, at a rate equivalent to that permitted by the U.S. Internal Revenue Service for the applicable tax year if a suitable Employer vehicle is not available.

Section 21.2 – Expenses

- a) If an overnight outside of the City of Farmer City is required, the Employer will pay all reasonable pre-approved lodging and meals.

- b) If an Employee is required to be outside of the City of Farmer City during their work shift, the Employer will reimburse the Employee up to \$10.00 for a meal. Receipts will be required for reimbursement.

Section 21.3 – Professional Conferences

- a) An employee wishing to attend a professional conference must submit a written request to the Chief of Police who will verify that budgeted funds are available prior to the conference date, with copies to the City Manager. A statement of the conference benefits to the Employer should be submitted along with applicable flyers of the conference events.
- b) Any advances to cover conference costs must be arranged by the employee and the Chief of Police at least 7 days prior to the conference date. Advances can be requested for the following:
 - 1. Registration fees.
 - 2. Hotel/motel room, conference or approved unit.
 - 3. Meals and miscellaneous expenses, not to exceed \$35 per day.
- c) All receipts related to the conference costs, along with a detailed accounting of the same, must be submitted to the Chief of Police, and then to the City's Bookkeeper.
- d) A written report by the conference attendee must be submitted to the Chief of Police within two weeks after returning from the conference.
- e) Attendance at professional conferences shall be subject to advance approval of the Chief of Police.

Section 21.4 – Physical Fitness Requirements

In order to maintain and improve efficiency in the Police Department, to best protect the public and to reduce insurance costs and risk, the City may establish reasonable age-based physical fitness requirements for employees which may include individualized goals and age-based minimum fitness standards. This requirement will only apply to employees promoted after May 1, 2023. All employees promoted after May 1, 2023 may be required to participate in any such program. Employees who fail to meet the fitness standard shall be given three (3) more opportunities to pass that test within reasonable intervals and within nine (9) months of not passing the first test. Employees who fail to meet minimum fitness standards and who fail to make a good faith effort to achieve individualized goals shall be subject to progressive discipline up to and including discharge, which shall be subject to the disciplinary review procedures in this Agreement.

Before implementing any new physical fitness program for the bargaining unit generally under this section, the City will meet and discuss it with the Union.

ARTICLE 22 – SAVINGS CLAUSE

This Agreement is a complete agreement between the parties; however, during the life of the Agreement the parties may, by mutual agreement, make amendments thereto. In the event any

provision of this Agreement is, or shall at any time be, contrary to law, all other provisions of the Agreement shall continue in effect. None of the provisions of the Agreement shall be construed to require either the Employer or the Labor Council to violate any Federal or State laws. In the event any provision hereof should be determined by a final order of a body of competent jurisdiction to be contrary to law, such provision shall cease to have further force and effect, and the parties shall, upon demand of the Labor Council or Employer, negotiate to successor language.

Section 22.1 – Period Covered

This Agreement shall become effective the start of the first shift beginning after 12:01 a.m., May 1, 2023. This Agreement shall remain in full force and effect through the completion of the last shift beginning prior to 12:00 p.m. midnight, April 30, 2026.

Section 22.2 – Demand to Bargain

This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay. Negotiations of proposed changes or amendments to the Agreement shall begin no later than thirty (30) days prior to termination of its current period of validity. This Agreement shall remain in full force and effect for ninety (90) days following the expiration of the Agreement, so long as the negotiation process is ongoing.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 2023.

FOR THE EMPLOYER:

FOR THE LABOR COUNCIL:

City of Farmer City

Travis Brown, Union Steward
Farmer City Police Department

Nathan Guest, Chief of Police
City of Farmer City

Kelly L. Byrd, Field Representative
Illinois F.O.P. Labor Council

APPENDIX A- SALARY SCHEDULE

Three percent increases effective May 1, 2023, May 1, 2024, and May 1, 2025

Years of Service *	Longevity Calculation	Hourly Rate		
		5/1/2023	5/1/2024	5/1/2025
Start Pay	(\$1.50)	\$ 20.00	\$ 20.60	\$ 21.22
After 1 Year of Service	Base Pay	\$ 20.92	\$ 21.55	\$ 22.20
After 5 Years of Service	5%	\$ 21.97	\$ 22.63	\$ 23.31
After 10 Years of Service	10%	\$ 23.01	\$ 23.70	\$ 24.41
After 15 Years of Service	15%	\$ 24.06	\$ 24.78	\$ 25.52
After 20 Years of Service	20%	\$ 25.10	\$ 25.85	\$ 26.63
After 25 Years of Service	25%	\$ 26.15	\$ 26.94	\$ 27.75
After 30 Years of Service	30%	\$ 27.20	\$ 28.02	\$ 28.86
		3.00%	3.00%	3.00%

Sergeant Differential	15%			
Years of Service *	Longevity Calculation	Hourly Rate		
		5/1/2023	5/1/2024	5/1/2025
Start Pay	(\$1.50)	\$ 22.36	\$ 23.03	\$ 23.72
After 1 Year of Service	Base Pay	\$ 24.05	\$ 24.77	\$ 25.51
After 5 Years of Service	5%	\$ 25.25	\$ 26.01	\$ 26.79
After 10 Years of Service	10%	\$ 26.46	\$ 27.25	\$ 28.07
After 15 Years of Service	15%	\$ 27.66	\$ 28.49	\$ 29.35
After 20 Years of Service	20%	\$ 28.86	\$ 29.73	\$ 30.62
After 25 Years of Service	25%	\$ 30.06	\$ 30.96	\$ 31.89
After 30 Years of Service	30%	\$ 31.27	\$ 32.21	\$ 33.18
		3.00%	3.00%	3.00%

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



CITY OF FARMER CITY, ILLINOIS

105 South Main Street
Farmer City, Illinois 61842-0049

Telephone: (309) 928-2842

Facsimile: (309) 928-2228

MEMO

Date: April 17, 2023

To: City Council

From: Sue McLaughlin, ICMA-CM
City Manager

RE: Phase II Engineering – Plum/150

Maurer Stutz has completed Phase I engineering for this intersection improvement project. This included concept plan, coordination with IDOT etc. We are now moving into Phase II, which includes final design, IDOT approval, Railroad coordination etc.

This fee will be covered under MFT since it will be an MFT funded project.



Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
[X] Yes [] No

Resolution Type: Supplemental, Resolution Number: 2023-81, Section Number: 23-00009-00-PV

BE IT RESOLVED, by the Council of the City of Farmer City, Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code.

Work shall be done by Contract. For Roadway/Street Improvements:

Table with 5 columns: Name of Street(s)/Road(s), Length (miles), Route, From, To. Row 1: N. Plum Street, 0.11, US Route 150 (Grove St), W. Van Buren St

For Structures:

Table with 5 columns: Name of Street(s)/Road(s), Existing Structure No., Route, Location, Feature Crossed. Row 1: None

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of an intersection reconstruction at Plum/US150; ROW acquisition; new pavement, combination concrete curb and gutter and drainage improvements on North Plum Street. This supplemental resolution shall provide for the Phase II Preliminary Engineering services required to complete all necessary project bid documents.

2. That there is hereby appropriated the sum of fifty-two thousand three hundred and three and 00/100 Dollars (\$52,303.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

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

I, Angie Wanserski, Clerk in and for said City of Farmer City

do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Farmer City at a meeting held on April 17, 2023

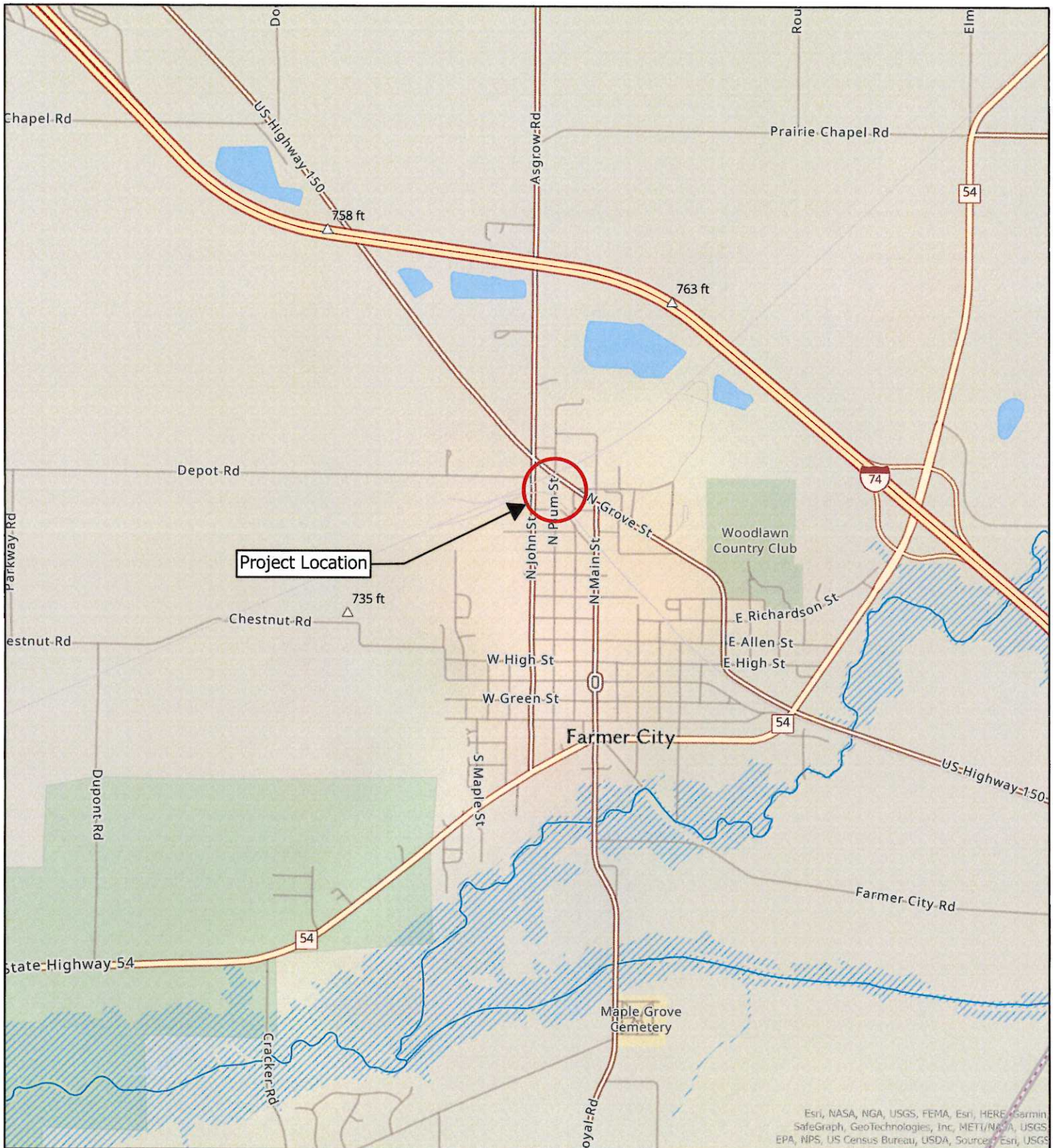
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year

(SEAL)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date Department of Transportation

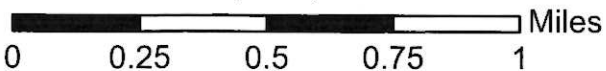


Esri, NASA, NGA, USGS, FEMA, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Source: Esri, USGS

N



1 inch equals 2,000 feet



Location Map

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

ORDINANCE 1100

AN ORDINANCE AMENDING THE APPROVED ANNUAL BUDGET FOR THE CITY OF FARMER CITY FOR THE FISCAL YEAR BEGINNING MAY 1, 2022 AND ENDING APRIL 30, 2023

WHEREAS, the City of Farmer City is an Illinois municipal corporation, organized and operating pursuant to the laws and constitution of the State of Illinois; and

WHEREAS, the City has provided for the preparation and adoption of an Annual Budget;

WHEREAS, the Annual Budget for the City of Farmer City for the fiscal year beginning May 1, 2022 and ending April 30, 2023, as prepared by the Budget Officer for the City and submitted to the Mayor and City Council, was approved by the City Council on April 25, 2022, as provided by statute;

WHEREAS, unexpected expenditures and changes sometimes become necessary during the course of the fiscal year after adoption of the budget.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Farmer City, DeWitt County, Illinois, that

Section One: The annual Budget for the City of Farmer City for the fiscal year beginning May 1, 2022 and ending April 30, 2023, is hereby amended as follows, per the attached Exhibit A.

Section Two: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

Approved and passed this 17th day of April, 2023.

AYES: ___ NAYS: ___ ABSTAIN: ___ ABSENT: ___

Scott Testory, Mayor

Angie Wanserski, City Clerk

**FARMER CITY BUDGET AMENDMENT ORDINANCE
FOR FY 2022/23**

GENERAL FUND

	Budget	Update
511-551 Admin - Postage	<u>1,000</u>	<u>8,000</u> Utility bills
512-562 Council - Travel	<u>2,500</u>	<u>7,210</u> IML, APPA conference - will be reimbursed some
552-451 Parks - Health Insurance	<u>0</u>	<u>5,300</u> New employee
552-652 Parks - Operating Supplies	<u>500</u>	<u>4,500</u>
521-422 Police - Overtime	<u>45,000</u>	<u>65,000</u> COVID; down one officer
521-513 Police - Vehicle Maint	<u>6,000</u>	<u>9,500</u>
521-550 Police - Dispatch	<u>64,000</u>	<u>103,150</u> 3 payments in one year
541-549 Streets - Other Pro Svcs	<u>18,000</u>	<u>27,000</u> Drainage ditch
541-657 Streets - Fire Supplies	<u>0</u>	<u>12,000</u>
541-658 Streets - Fire Capital	<u>0</u>	<u>545,000</u>
FORWARD TIF		
240-549 Forward TIF - Other Pro Svcs	<u>0</u>	<u>20,000</u> Plum/150 engineering; MFT doesn't cover Phase I

240-890 Forward TIF - Misc

50,000

60,000 Depot Rd drainage pipe

ORDINANCE 1101

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE CITY OF FARMER CITY FOR THE FISCAL YEAR BEGINNING MAY 1, 2023 AND ENDING APRIL 30, 2024

WHEREAS, the City of Farmer City is an Illinois municipal corporation, organized and operating pursuant to the laws and constitution of the State of Illinois; and

WHEREAS, the City has provided for the preparation and adoption of an Annual Budget;

WHEREAS, the tentative Annual Budget for the City of Farmer City for the fiscal year beginning May 1, 2023 and ending April 30, 2024, as prepared by the Budget Officer for the City and submitted to the Mayor and City Council, was placed on file in the Office of the City Clerk on April 1, 2023 for public inspection, as provided by statute;

WHEREAS, pursuant to notice duly published on April 7, 2023, a public hearing was held by the Mayor and City Council on said tentative Annual Budget on April 17, 2023, as provided by statute.

NOW, THEREFORE BE IT ORDAINED by the City Council of the City of Farmer City, DeWitt County, Illinois, that

Section One: The annual Budget for the City of Farmer City for the fiscal year beginning May 1, 2023 and ending April 30, 2024, a copy of which is attached hereto and made a part hereof as Exhibit A is hereby approved and adopted as the Annual Budget for the City of Farmer City for said fiscal year.

Section Two: The budget amounts herein made for any purpose shall be regarded as only maximum amount to be expended under the respective budgeted accounts and shall not be construed as a commitment, agreement, obligation or liability of the City or Corporate Authorities.

Section Three: Within 30 days following the adoption of this Ordinance there shall be filed with the County Clerk of DeWitt County, a copy thereof duly certified by the City Clerk.

Section Four: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

Approved and passed this 17th day of April, 2023.

AYES: ___ NAYS: ___ ABSTAIN: ___ ABSENT: ___

Scott Testory, Mayor

Angie Wanserski, City Clerk