

**REGULAR CITY COUNCIL MEETING  
105 S MAIN ST  
FARMER CITY, ILLINOIS  
MONDAY, MAY 4, 2026  
6:00 P.M.  
AGENDA**

**PRELIMINARY MATTERS**

- Call to order
- Roll call
- Pledge of allegiance to the flag
- Proclamations/presentations/recognitions -
- Public Comment –

**CONSENT AGENDA**

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

- Approval of the minutes for the April 20, 2026 and April 27, 2026 council meetings
- Fund Warrant List

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

- A. Resolution 2026-148 Resolution for Maintenance under the IL Highway Code - \$260,000 for Washington St from Clinton Ave to Water St.
- B. Approval of Local Public Agency General Maintenance Estimate of Maintenance Costs for \$259,146.35. Includes \$16,000.00 for material purchases, \$216,285 for contract maintenance on Washington Street, and \$26,861.35 for maintenance engineering (\$12,384.25 for Preliminary Engineering, \$12,977.10 for Engineering Inspection and \$1,500.00 for Material Testing).
- C. Approval of Maintenance Engineering to be Performed by a Consulting Engineer with Maurer-Stutz, Inc. for percentages estimated as \$26,861.35 on the Estimate of Maintenance Costs. MFT funds will be utilized to pay for the Engineering Services.
- D. Approval of \$173,810.07 payment to Mid Illinois Mechanical Inc for utility extensions and new sanitary pump station.
- E. Ordinance 1157 an ordinance amending Chapter 51 Sections 51.123 Permit Fees and 51.127 Water Meters of the City of Farmer City Code of Ordinances.
- F. Approval of Plum St/Rt 150 project bid to Stark Construction in the amount of \$600,065.00.

**EXECUTIVE SESSION**

5 ILCS 120/2 (c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

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.

5ILCS 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.

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

- G. Resolution 2026-147 Resolution entering into a collective bargaining agreement between the Fraternal Order of Police and the City of Farmer City.

**OTHER ITEMS**

- A. City manager report
- B. 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.

PUBLIC COMMENT: This section is intended for public statement and is not a period of time for debate. Each speaker is limited to a maximum of 5 minutes per Ordinance 943 passed 10/6/2014.

**MINUTES OF THE FARMER CITY, ILLINOIS**  
**CITY COUNCIL REGULAR MEETING**  
**APRIL 20, 2026 6 p.m.**

**ROLL CALL** Present: Councilmembers Willard McKinley, David Walsh, Chad Jacobs, Kurtis Bozarth and Mayor Scott Testory.

Also, in attendance: City Manager Taylor Baxter, City Clerk Angie Wanserski and City Attorney Joe Chamley.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PRESENTATION** n/a

**PROCLAMATION** n/a

**PUBLIC COMMENT** n/a

**PUBLIC HEARING** Adoption of the FY 27 annual budget

The public hearing was opened at 6:01 by a motion from Mayor Testory. The purpose of this hearing is to formally adopt the annual budget for the City of Farmer City for fiscal year beginning May 1, 2026 and ending April 30, 2027. There was no discussion. The public hearing was closed at 6:02 by a motion by McKinley, seconded by Walsh. Voted unanimously. Motion carried.

**CONSENT AGENDA**

A. Approval of the minutes of the April 6, 2026 council meeting.

B. Fund Warrant List

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

**NEW BUSINESS**

A. Resolution 2026-145 A Resolution of the City of Farmer City in support of Municipal Housing Authority. This resolution offers the City's support to IML in urging the IL General Assembly and the Governor to preserve municipal authority for land use and zoning without additional restrictions on municipal governments.

**MOTION** by McKinley, seconded by Walsh, to approve Resolution 2026-145 A Resolution of the City of Farmer City in support of Municipal Housing Authority. Voted unanimously. Motion carried.

B. Ordinance 1155 an ordinance adopting an annual budget for the City of Farmer City for the fiscal year May 1, 2026 and ending April 30, 2027.

There are not many changes from the last meeting. There were minor add ins which include funds added to Parks, salary adjustments and an electric project.

**MOTION** by McKinley, seconded by Walsh, to approve Ordinance 1155 an ordinance adopting an annual budget for the City of Farmer City for the fiscal year May 1, 2026 and ending April 30, 2027. Voted unanimously. Motion carried.

C. Resolution 2026-146 Resolution approving and authorizing financial commitment in the N Plum St reconstruction project.

The city has committed to a pavement reconstruction project on Plum St. The cost of the project is approximately \$753,000, of which \$750,000 will be funded through a state grant. This resolution assures the state that the city will cover the remaining \$3000.

**MOTION** by McKinley, seconded by Walsh, to approve Resolution 2026-146 Resolution approving and authorizing financial commitment in the N Plum St reconstruction project. Voted unanimously. Motion carried.

D. Resolution 2026-147 entering into a collective bargaining agreement between the Fraternal Order of Police and the City of Farmer City.

Council members voiced concern that they did not have time to read and ask questions regarding the proposed Collective Bargaining Agreement. They have asked for more time to review.

**MOTION** by McKinley, seconded by Bozarth, to table Resolution 2026-147 entering into a collective bargaining agreement between the Fraternal Order of Police and the City of Farmer City. Voted unanimously. Motion carried.

E. Ordinance 1156 An Ordinance amending Chapter 51: Combined Waterworks and Sewerage System – after hours charge for shut offs/turn on.

The city is amending this chapter to add after-hour charges for staff call outs outside regular working hours. A \$75 charge will be added for each occurrence.

**MOTION** by McKinley, seconded by Walsh, to approve Ordinance 1156 An Ordinance amending Chapter 51: Combined Waterworks and Sewerage System – after hours charge for shut offs/turn on. Voted unanimously. Motion carried.

F. Approve city manager resignation

Taylor has accepted a new position and has stated his final day of employment with the city will be July 31, 2026.

**MOTION** by McKinley, seconded by Walsh, to approve the city manager resignation. Voted unanimously. Motion carried.

#### **EXECUTIVE SESSION n/a**

**CITY MANAGER REPORT** CM Baxter informed council the Washington St project has begun. Crews are currently working on the sewer and will then move on to replacing the watermain then street. There is activity on the I74 development. Construction of a lift station has begun on the lowest portion of the property. Hydrant flushing has begun. The yearly bulk garbage pickup will be on June 20<sup>th</sup>. Brush pickup begins next Wednesday and will continue through October.

#### **NON-AGENDA ITEMS AND OTHER BUSINESS n/a**

#### **ADJOURNMENT**

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

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Angie Wanserski, City Clerk

**MINUTES OF THE FARMER CITY, ILLINOIS  
CITY COUNCIL REGULAR MEETING**

**APRIL 27, 2026 6 p.m. #1**

**ROLL CALL** Present: Councilmembers Willard McKinley, David Walsh, Chad Jacobs, Kurtis Bozarth. Mayor Scott Testory arrived at the very beginning of the first executive session.

Also, in attendance: City Manager Taylor Baxter, City Clerk Angie Wanserski, City Attorney Joe Chamley and Chief Nathan Guest.

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**PUBLIC COMMENT** n/a

**EXECUTIVE SESSION**

**MOTION** by Walsh, seconded by Jacobs, to enter into executive session to discuss 5 ILCS 120/2 (c)(11) Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Voted unanimously. Motion carried.

**MOTION** by McKinley, seconded by Walsh, to enter into executive session to discuss 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. Voted unanimously. Motion carried.

**MOTION** by McKinley, seconded by Walsh, to enter into executive session to discuss 5ILCS 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. Voted unanimously. Motion carried.

Executive sessions held. Later, Council comes out of Executive Session and all are present.

**ADJOURNMENT**

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

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Angie Wanserski, City Clerk

Vendor Name	Net Invoice Amount	Description
<b>100</b>		
FUTURA	93.61	UTILITY FORMS
WATTS COPY SYSTEMS INC	327.04	MONTHLY COPIER FEES
U.S. BANK	8.33	U.S. BANK
PETTY CASH	1.63	PETTY CASH- 11-6-25
PETTY CASH	1.63	PETTY CASH- 11-8-25
PETTY CASH	1.63	PETTY CASH- 2-4-26
PETTY CASH	1.63	PETTY CASH- 4-7-26
NORMALITE NEWSPAPERS	35.00	BUDGET PUBLIC HEARING NOTICE
U.S. BANK	132.51	U.S. BANK
PETTY CASH	10.00	PETTY CASH- 3-1-26
U.S. BANK	46.99	U.S. BANK
EVERGREEN FS INC	1,730.55	POLICE FUEL
WARREN HARTMAN TRUCKING INC	300.00	TRAINING MATERIALS- TA
EVERGREEN FS INC	434.45	STREETS FUEL
EVERGREEN FS INC	590.13	PARKS FUEL
U.S. BANK	17.50	U.S. BANK
U.S. BANK	201.62	U.S. BANK
Total 100:	3,934.25	
<b>240</b>		
AC ARCHITECTURE PLLC	5,598.00	FARM TO CITY GROC STORE
Total 240:	5,598.00	
<b>290</b>		
WHITEHEAD, ASHLEY	278.88	SANTA HOUSE SUPPLIES 2024-25
Total 290:	278.88	
<b>510</b>		
U.S. BANK	1.63	U.S. BANK
WATER SOLUTIONS UNLIMITED INC	4,199.12	WATER CHEM SUPPLIES
U.S. BANK	14.61	U.S. BANK
EVERGREEN FS INC	304.11	WATER FUEL
IMCO UTILITY SUPPLY CO	80.32	WATER REPAIRS
WIRELESS DATA NET LLC	1,500.00	LEAD SERVICES
Total 510:	6,099.79	
<b>520</b>		
CLASPILL AUTOMOTIVE SALES & SERVICE	213.71	VEHICLE REPAIRS
DONOHUE & ASSOCIATES INC.	3,145.00	CONTRACT SERVICES
WATER SOLUTIONS UNLIMITED INC	1,521.75	SEWER CHEMICALS
NAPA AUTO PARTS	37.98	SEWER SUPPLIES
USA BLUEBOOK	397.65	SEWER SUPPLIES
EVERGREEN FS INC	423.59	SEWER FUEL
CROSS CONSTRUCTION INC.	49,499.10	MANHOLE REPLACEMENT
Total 520:	55,238.78	
<b>530</b>		
NAPA AUTO PARTS	28.02	ELECTRIC VEHICLE PARTS
FUTURA	93.62	UTILITY FORMS
U.S. BANK	73.27	U.S. BANK
U.S. BANK	652.01	U.S. BANK
WARREN HARTMAN TRUCKING INC	300.00	TRAINING MATERIALS- AT

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Vendor Name	Net Invoice Amount	Description
WARREN HARTMAN TRUCKING INC	300.00	TRAINING MATERIALS- CS
U.S. BANK	1,316.65	U.S. BANK
U.S. BANK	89.84	U.S. BANK
U.S. BANK	104.47	U.S. BANK
EVERGREEN FS INC	137.58	ELECTRIC FUEL
THOMASSON COMPANY	12,540.00	CCA POLES
Total 530:	<u>15,635.46</u>	
Grand Totals:	<u><u>86,785.16</u></u>	

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District	County	Resolution Number	Resolution Type	Section Number
5	DeWitt	8026-178	Original	26-00000-00-GM

BE IT RESOLVED, by the Council of the City of Farmer City Illinois that there is hereby appropriated the sum of

two hundred sixty thousand Dollars ( \$260,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/26 to 04/30/27  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Farmer City  
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

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 City Clerk in and for said City  
Name of Clerk Local Public Agency Type Local Public Agency Type

of Farmer City in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency

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

Council of Farmer City at a meeting held on 05/04/26  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 4th day of May, 2026  
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date  
Department of Transportation



Submittal Type

**Estimate of Maintenance Costs**

District  Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
City of Farmer City	DeWitt	26-00000-00-GM	05/01/26	04/30/27

Maintenance Items								
Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
<b>General Maintenance</b>								
1. Tree Trimming/Removal	IIA	No	Labor	Hour	160	\$75.00	\$12,000.00	\$12,000.00
2. Snow and Ice Control	IIA	No	Rock Salt	Ton	40	\$75.00	\$3,000.00	\$3,000.00
3. Aggregate for Rdways, Shlds, Alleys and Drives	IIA	No	CA-6 & CA-18 Aggregates	Ton	50	\$20.00	\$1,000.00	\$1,000.00
<b>Contract Maintenance</b>								
Milling, HMA Resurfacing & Misc Conc Work	IV	Yes	By Contract		1	\$216,285.00	\$216,285.00	\$216,285.00
<b>Total Operation Cost</b>								<b>\$232,285.00</b>

**Estimate of Maintenance Costs Summary**

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$16,000.00			\$16,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$216,285.00			\$216,285.00
<b>Maintenance Total</b>	<b>\$232,285.00</b>			<b>\$232,285.00</b>

**Estimated Maintenance Eng Costs Summary**

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$12,384.25			\$12,384.25
Engineering Inspection	\$12,977.10			\$12,977.10
Material Testing	\$1,500.00			\$1,500.00
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>	<b>\$26,861.35</b>			<b>\$26,861.35</b>
<b>Total Estimated Maintenance</b>	<b>\$259,146.35</b>			<b>\$259,146.35</b>

Remarks

**Estimate of Maintenance Costs**

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Farmer City	DeWitt	26-00000-00-GM	05/01/26	04/30/27

**SUBMITTED**

Local Public Agency Official Signature & Date

Title

Mayor

County Engineer/Superintendent of Highways Signature & Date

**APPROVED**

Regional Engineer Signature & Date  
Department of Transportation

**IDOT Department Use Only**

Received Location    Received Date    Additional Location?

		<input type="checkbox"/>
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WMFT Entry By    Entry Date

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## Maintenance Engineering to be Performed by a Consulting Engineer

Local Public Agency	County	Section Number
City of Farmer City	DeWitt	26-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

**PRELIMINARY ENGINEERING** shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

**ENGINEERING INSPECTION** shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

### SCHEDULE OF FEES

Total of all Maintenance Operations:

<= \$20,000 Base Fee 
 > \$20,000 Base Fee = \$1,250.00

PLUS					
Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%	2%	1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	5%	6%	6%	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature & Date

Title

Mayor

BY:

Consulting Engineer Signature & Date

George B. Merkle 4/24/2026

Title

Senior Project Engineer

P.E. Seal & Date

Exp. 11/30/2027



Approved:

Regional Engineer, IDOT Signature & Date



COVER SHEET

Proposal Submitted By:

Contractor's Name

[Empty box for Contractor's Name]

Contractor's Address

[Empty box for Contractor's Address]

City

[Empty box for City]

State

[Empty box for State]

Zip Code

[Empty box for Zip Code]

STATE OF ILLINOIS

Local Public Agency

City of Farmer City

Route(s) (Street/Road Name)

Washington Street

County

DeWitt

Section Number

26-00000-00-GM

Type of Funds

MFT

Proposal Only  Proposal and Plans  Proposal only, plans are separate

Submitted/Approved  
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Empty box for Highway Commissioner Signature & Date]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

[Empty box for County Engineer/Superintendent of Highways Signature & Date]

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Empty box for Signature & Date]

Official Title

Mayor

[Empty box for Official Title]

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

[Empty box for Regional Engineer Signature & Date]

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

# APPLICATION AND CERTIFICATION FOR PAYMENT

**TO:** City of Farmer City  
**ADDRESS:** 105 S Main St,  
 Farmer City, IL 61842  
**CONTRACTOR:** Mid Illinois Mechanical Inc  
**ADDRESS:** Mid Illinois Mechanical Inc, 304 S Mason  
 St,  
 Bloomington, IL 61701

**PROJECT:** Farmer City Utility Extensions and  
 New Sanitary Pump Station  
**ADDRESS:** 105 S Main St  
 Farmer City, IL 61842  
**PROJECT NUMBER:** P25-1000  
**CONTRACT FOR:**

**APPLICATION NO:** 2  
**PERIOD:** 02/01/2026 TO 04/10/2026  
**INVOICE NO:** IN-15104  
**CUSTOMER'S PROJECT NUMBER:**  
**CONTRACT DATE:** Dec 1, 2025

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

- SEE ATTACHED SWORN STATEMENT FROM CONTRACTOR TO OWNER
1. ORIGINAL CONTRACT SUM \$1,224,000.00
  2. Net change by Change Orders Additions / Deductions \$0.00
  3. CONTRACT SUM TO DATE (Line 1 ± 2) \$1,224,000.00
  4. TOTAL COMPLETED & STORED TO DATE  
 (Column G Original Contract Continuation Sheet Attached) \$222,606.95
  5. RETAINAGE
    - a. 10 % of Completed Work \$22,260.70
    - b. 10 % of Materials Stored \$0.00
 Total Retainage Billed \$0.00 / \$22,260.70
  6. TOTAL EARNED LESS RETAINAGE \$200,346.26
  7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$26,536.19
  8. CURRENT PAYMENT DUE THIS PERIOD \$173,810.07
  9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) \$1,023,653.74

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved in this Period	\$0.00	\$0.00
Totals	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$0.00

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

By:  Date: 4/14/26

State of: Illinois County of: McLean

Subscribed and sworn to before me this day 14th ~~this month~~ April ~~this year~~ 2026

Notary Public: Barbara M Meece  
 OFFICIAL SEAL  
 BARBARA M MEECE  
 NOTARY PUBLIC, STATE OF ILLINOIS  
 COMMISSION NO. 976856  
 MY COMMISSION EXPIRES AUGUST 17, 2027

## VERIFIER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

VERIFICATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

# ORIGINAL CONTRACT

Document Continuation Original Contract, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar.

APPLICATION NO: 2  
 APPLICATION DATE: 04/14/2026  
 PERIOD: 02/01/2026 TO 04/10/2026  
 PROJECT NUMBER: P25-1000  
 CONTRACT DATE: Dec 1, 2025  
 CONTRACT FOR:

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE		D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (G x RETAINAGE %)
		FROM PREVIOUS APPLICA- TION	THIS PERIOD							
	<b>ORIGINAL CONTRACT</b>									
SOV 0001	Bonds & Insurance	\$25,000.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	\$2,500.00
SOV 0002	Overhead & Profit	\$89,693.00	\$4,484.65	\$8,969.30	\$0.00	\$0.00	\$0.00	\$13,453.95	\$76,239.05	\$1,345.40
SOV 0003	Access Drive Installation	\$70,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70,000.00	\$0.00
SOV 0004	Electrical Equipment Concrete Pads	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
SOV 0005	Lift Station Fence Installation	\$14,407.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,407.00	\$0.00
SOV 0006	Lift Station Structures - M	\$42,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,000.00	\$0.00
SOV 0007	Lift Station Structures - L	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$0.00
SOV 0008	Lift Station Pumps/Piping - M	\$140,000.00	\$0.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00	\$133,000.00	\$700.00
SOV 0009	Lift Station Pumps/Piping - L	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00
SOV 0010	Foremain - M	\$29,400.00	\$0.00	\$29,400.00	\$0.00	\$0.00	\$0.00	\$29,400.00	\$0.00	\$2,940.00
SOV 0011	Foremain - L	\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,000.00	\$0.00

**CONTINUATION SHEET**

**ORIGINAL CONTRACT**

A ITEM NO.	B DESCRIPTION OF WORK	C CONTRACT VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (G x RETAINAGE %)
			FROM PREVIOUS APPLICA- TION	COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G ÷ C)		
	<b>ORIGINAL CONTRACT</b>									
SOV 0012	Sanitary Sewer - M	\$58,000.00	\$0.00	\$58,000.00		\$0.00	\$58,000.00	100.00%	\$0.00	\$5,800.00
SOV 0013	Sanitary Sewer - L	\$11,000.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	\$11,000.00	\$0.00
SOV 0014	Watermain - M	\$79,000.00	\$0.00	\$79,000.00		\$0.00	\$79,000.00	100.00%	\$0.00	\$7,900.00
SOV 0015	Watermain - L	\$15,000.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	\$15,000.00	\$0.00
SOV 0016	Electrical Utilities - M	\$307,250.00	\$0.00	\$0.00		\$0.00	\$0.00	0.00%	\$307,250.00	\$0.00
SOV 0017	Electrical Utilities - L	\$307,250.00	\$0.00	\$10,753.00		\$0.00	\$10,753.00	3.50%	\$296,497.00	\$1,075.30
	<b>GRAND TOTALS</b>	\$1,224,000.00	\$29,484.65	\$193,122.30		\$0.00	\$222,606.95	18.19%	\$1,001,393.05	\$22,260.70

ORDINANCE NUMBER 1157

AN ORDINANCE AMENDING CHAPTER 51 Sections 51.123(C) Entitled Permit Fees AND 51.127 Entitled Water Meters OF THE CITY OF FARMER CITY CODE OF ORDINANCES

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

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

"Section 51.123 PERMIT FEES

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

SECTION 2: That Section Number 51.127 WATER METERS, being a portion of Chapter 51 of the Code of Ordinances of the City of Farmer City, entitled COMBINED WATERWORKS AND SEWERAGE SYSTEM, is hereby amended to read as follows:

"Section 51.127 WATER METERS

(A) All water consumers supplied by the Waterworks and Sewerage Department of the city shall be supplied through meters only except that in cases where it is temporarily impracticable to set a meter, the use and consumption of water shall be governed by other applicable provisions of this chapter.

(B) All meters used in connection with said Waterworks System shall be purchased by the user at current cost from the city. All water service connections requiring a meter larger than three-quarters (3/4) inch shall require the property owner, developer, or contractor requesting new or modified service to purchase and provide the required water meter. All meters shall be fully compatible with the municipal water system with the determination of compatibility to be made solely by the City of Famer City waterworks department. After installation all meters shall be given to the city and shall remain the property of the city for all time.

(C) After the meter is placed, only officers or employees of the Waterworks and Sewerage Department shall be allowed to repair, remove or in any manner interfere with the same. A meter stop or valve furnished and installed by the consumer shall be placed on each side of the meter.

(D) The ordinary cost of keeping each meter in repair shall be paid by the city. The person upon whose application any meter is installed or the then owner and/or occupant of the premises served shall be jointly and severally liable for any breakage or damage done to such meter, including damage by freezing, hot water or breakage or damage done to such meter, including damage by freezing, hot water or breakage and also for the theft thereof and the cost of making good such loss or damage shall be paid by the owner and/or the occupant of the premises in which such meter was installed as soon as the bill for same is presented and the amount therefore shall be a lien against the premises for which said meter was installed to the extent and with the same effect as water rates.

(E) It shall be unlawful for any person to injure, deface, mar, destroy or in any manner to interfere with any meter. It shall be the duty of the owner or occupant to notify promptly the said Department of defects in any such meter or of its failure to register properly the quantity of water passing through the same.

(F) The Superintendent shall in all cases determine the kind, size, and pattern of water meters to be installed and no other kind shall be installed at any time. Water meters shall be located at such places and in such manner as the said Superintendent shall direct, within the premises to be served or in boxes or vaults as he shall determine and all such installations shall be made in accordance with the specifications to be prescribed by the said Superintendent and such meter locations must be so situated as to prevent freezing of water flowing through such meters.

(Ord. 652, passed 8-21-95) Penalty, see § 51.999

SECTION 3: The City of Farmer City Code of Ordinances as previously amended, shall remain in full force and effect with the exception of the amendments noted herein.

SECTION 4: All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 5: If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

SECTION 6: This ordinance shall be in full force and effect after its passage.

PASSED this 4<sup>th</sup> day of May 2026 .

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

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

SEAL



**Illinois Department of Transportation**

**Tabulation of Bids**



Local Public Agency: **City of Farmer City** County: **DeWitt** Section Number: **23-00009-00-PV** Letting Date: **04/30/26**

Approved Engineer's Estimate: **\$752,984.75**

Attended By (DOT Representative(s)): **GBM TB**

Bidder's Name	<b>SNC Construction, Inc.</b>	Knapp Concrete Contractors, Inc.	Feutz Contractors, Inc.
Bidder's Address	<b>100 E. Hunt Street</b>	<b>150 E. Martin Dr.</b>	<b>1120 N. Main St.</b>
City, State, Zip	<b>Paxton, IL 61957</b>	<b>Goodfield, IL 61742</b>	<b>Paris, IL 61944</b>
Proposal Guarantee	<b>Bid Bond</b>	<b>Bid Bond</b>	<b>Bid Bond</b>
Terms			

**Approved Engineer's Estimate**

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200100	EARTH EXCAVATION		CU YD	255	\$100.0000	\$25,500.00	\$36.3400	\$9,266.70	\$49.5000	\$12,622.50	\$153.0000	\$39,015.00
20800150	TRENCH BACKFILL		CU YD	72	\$100.0000	\$7,200.00	\$88.1400	\$6,346.08	\$88.0000	\$6,336.00	\$76.0000	\$5,472.00
28000500	INLET & PIPE PROTECT		EACH	8	\$200.0000	\$1,600.00	\$142.1800	\$1,137.44	\$385.0000	\$3,080.00	\$160.0000	\$1,280.00
28000510	INLET FILTERS		EACH	7	\$325.0000	\$2,275.00	\$378.7100	\$2,650.97	\$385.0000	\$2,695.00	\$364.0000	\$2,548.00
30300011	AGG SUBGRADE IMPROVE		TON	791	\$75.0000	\$59,325.00	\$67.0400	\$53,028.64	\$63.8000	\$50,465.80	\$74.0000	\$58,534.00
40200800	AGG SURF COURSE TY B		TON	216	\$100.0000	\$21,600.00	\$57.1300	\$12,340.08	\$64.9000	\$14,018.40	\$58.0000	\$12,528.00
42000301	PCC PVT 8 JOINTED		SQ YD	1786	\$110.0000	\$196,460.00	\$96.6500	\$172,616.90	\$99.0000	\$176,814.00	\$108.0000	\$192,888.00
42300400	PCC DRIVEWAY PAVT 8		SQ YD	288	\$120.0000	\$34,560.00	\$90.4600	\$26,052.48	\$99.0000	\$28,512.00	\$99.0000	\$28,512.00
44000100	PAVEMENT REM		SQ YD	1199	\$30.0000	\$35,970.00	\$20.9400	\$25,107.06	\$24.2000	\$29,015.80	\$28.0000	\$33,572.00
44000200	DRIVE PAVEMENT REM		SQ YD	282	\$30.0000	\$8,460.00	\$23.2500	\$6,556.50	\$24.2000	\$6,824.40	\$26.0000	\$7,332.00
44000500	COMB CURB GUTTER REM		FOOT	307	\$25.0000	\$7,675.00	\$14.0500	\$4,313.35	\$15.4000	\$4,727.80	\$16.0000	\$4,912.00
550B0050	STORM SEW CL B 1 12		FOOT	149	\$125.0000	\$18,625.00	\$88.2800	\$13,153.72	\$59.6200	\$8,883.38	\$80.0000	\$11,920.00
550B0120	STORM SEW CL B 1 24		FOOT	326	\$150.0000	\$48,900.00	\$107.7400	\$35,123.24	\$97.9000	\$31,915.40	\$128.0000	\$41,728.00
60218400	MAN TA 4 DIA T1F CL		EACH	1	\$7,500.0000	\$7,500.00	\$5,303.4100	\$5,303.41	\$7,205.0000	\$7,205.00	\$6,000.0000	\$6,000.00
60260400	INLETS ADJ NEW T1F CL		EACH	1	\$1,750.0000	\$1,750.00	\$2,149.1800	\$2,149.18	\$2,035.0000	\$2,035.00	\$2,600.0000	\$2,600.00
60500060	REMOV INLETS		EACH	2	\$600.0000	\$1,200.00	\$818.4000	\$1,636.80	\$1,650.0000	\$3,300.00	\$530.0000	\$1,060.00
60605000	COMB CC&G TY B-6.24		FOOT	1060	\$70.0000	\$74,200.00	\$50.3800	\$53,402.80	\$82.5000	\$87,450.00	\$49.0000	\$51,940.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
66600105	FUR ERECT ROW MARKER		EACH	3	\$750.0000	\$2,250.00	\$282.4500	\$847.35	\$385.0000	\$1,155.00	\$443.0000	\$1,329.00
66900200	NON SPL WASTE DISPOS		CU YD	433	\$75.0000	\$32,475.00	\$159.2700	\$68,963.91	\$105.8200	\$45,820.06	\$180.0000	\$77,940.00
66900530	SOIL DISPOSAL ANALY		EACH	1	\$1,500.0000	\$1,500.00	\$3,450.1100	\$3,450.11	\$1,512.5000	\$1,512.50	\$1,500.0000	\$1,500.00
66901001	REG SUB P-CONST PLAN		L SUM	1	\$2,500.0000	\$2,500.00	\$4,600.1400	\$4,600.14	\$2,420.0000	\$2,420.00	\$2,400.0000	\$2,400.00
66901003	REG SUB F CON REPORT		L SUM	1	\$2,250.0000	\$2,250.00	\$9,200.2800	\$9,200.28	\$2,420.0000	\$2,420.00	\$2,400.0000	\$2,400.00
66901006	REG SUB MON		CAL DA	5	\$1,750.0000	\$8,750.00	\$4,025.1200	\$20,125.60	\$5,775.0000	\$28,875.00	\$1,150.0000	\$5,750.00
67000500	ENGR FIELD OFFICE B		CAL MO	4	\$2,000.0000	\$8,000.00	\$2,117.7900	\$8,471.16	\$4,400.0000	\$17,600.00	\$5,300.0000	\$21,200.00
67100100	MOBILIZATION		L SUM	1	\$42,500.0000	\$42,500.00	\$40,475.8200	\$40,475.82	\$22,000.0000	\$22,000.00	\$52,500.0000	\$52,500.00
72000100	SIGN PANEL T1		SQ FT	6.25	\$80.0000	\$500.00	\$86.2600	\$539.13	\$64.9000	\$405.63	\$63.0000	\$393.75
72800100	TELES STL SIN SUPPORT		FOOT	16	\$70.0000	\$1,120.00	\$69.0000	\$1,104.00	\$58.3000	\$932.80	\$34.0000	\$544.00
78001110	PAINT PVT MK LINE 4		FOOT	1127	\$2.2500	\$2,535.75	\$2.3000	\$2,592.10	\$2.2000	\$2,479.40	\$2.2000	\$2,479.40
78001130	PAINT PVT MK LINE 6		FOOT	123	\$2.5000	\$307.50	\$3.4000	\$418.20	\$3.3000	\$405.90	\$3.2000	\$393.60
78001150	PAINT PVT MK LINE 12		FOOT	108	\$2.7500	\$297.00	\$6.7800	\$732.24	\$6.6000	\$712.80	\$6.5000	\$702.00
78001150	PAINT PVT MK LINE 24		FOOT	29	\$5.5000	\$159.50	\$13.5800	\$393.82	\$13.2000	\$382.80	\$13.0000	\$377.00
X0326275	RR ROW ENTRY PERMIT		EACH	1	\$2,250.0000	\$2,250.00	\$1,437.5400	\$1,437.54	\$11,000.0000	\$11,000.00	\$1,750.0000	\$1,750.00
X1200160	CONN EX DRG STRUCTUR		EACH	1	\$2,500.0000	\$2,500.00	\$3,126.2000	\$3,126.20	\$825.0000	\$825.00	\$1,460.0000	\$1,460.00
X3010104	BIAXIAL GEOGRID		SQ YD	2091	\$7.5000	\$15,682.50	\$4.7100	\$9,848.61	\$3.1500	\$6,586.65	\$7.0000	\$14,637.00
X5510100	STORM SEWER REMOVAL		FOOT	169	\$17.5000	\$2,957.50	\$24.7900	\$4,189.51	\$49.5000	\$8,365.50	\$21.0000	\$3,549.00
X6020082	INLETS TG-1		EACH	6	\$3,000.0000	\$18,000.00	\$4,457.5700	\$26,745.42	\$3,630.0000	\$21,780.00	\$5,550.0000	\$33,300.00
X6061055	CONCRETE ISLAND SPL		SQ FT	30	\$50.0000	\$1,500.00	\$78.3700	\$2,351.10	\$22.0000	\$660.00	\$50.0000	\$1,500.00
X6061055	TRAF CONT-PROT BLR 21		L SUM	1	\$5,000.0000	\$5,000.00	\$26,579.6100	\$26,579.61	\$8,250.0000	\$8,250.00	\$19,000.0000	\$19,000.00
X7240500	RELOC EX SIGNS		EACH	1	\$500.0000	\$500.00	\$226.1100	\$226.11	\$1,320.0000	\$1,320.00	\$500.0000	\$500.00
XX006343	SEEDING (COMPLETE)		SQ YD	374	\$15.0000	\$5,610.00	\$39.8900	\$14,918.86	\$13.2000	\$4,936.80	\$7.0000	\$2,618.00
XX007785	SURF REMOVAL SPECIAL		SQ YD	1312	\$7.5000	\$9,840.00	\$17.3100	\$22,710.72	\$14.3000	\$18,761.60	\$16.0000	\$20,992.00
XX009453	STORM SEW CL B 1 8		FOOT	10	\$120.0000	\$1,200.00	\$70.8100	\$708.10	\$64.9000	\$649.00	\$93.0000	\$930.00
Z0013798	CONSTRUCTION LAYOUT		SQ FT	1	\$7,500.0000	\$7,500.00	\$10,350.3200	\$10,350.32	\$27,500.0000	\$27,500.00	\$5,500.0000	\$5,500.00
Z0048400	RAILROAD CROSSING RE		EACH	1	\$15,000.0000	\$15,000.00	\$5,251.9900	\$5,251.99	\$9,350.0000	\$9,350.00	\$8,000.0000	\$8,000.00
Z0048665	RR PROT LIABILITY INS		L SUM	1	\$7,500.0000	\$7,500.00	\$8,625.2600	\$8,625.26	\$11,000.0000	\$11,000.00	\$5,500.0000	\$5,500.00

**Total Bid:**

As Read:	\$729,168.56	\$734,006.92	\$790,985.75
As Calculated:	\$729,168.56	\$734,006.92	\$790,985.75
% Over/Under:	(3.16)%	(2.52)%	5.05 %



# Tabulation of Bids



Local Public Agency: City of Farmer City County: DeWitt Section Number: 23-00009-00-PV Letting Date: 04/30/26

Approved Engineer's Estimate: \$752,984.75

Attended By (IDOT Representative(s)):

Bidder's Name	Stark Excavating, Inc.	Cross Construction, Inc.
Bidder's Address	1805 W. Washington St.	3615 N. Countryview Rd.
City, State, Zip	Bloomington, IL 61701	Urbana, IL 61802
Proposal Guarantee	Bid Bond	Bid Bond
Terms		

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20200100	EARTH EXCAVATION		CU YD	255	\$100.0000	\$25,500.00	\$21.0000	\$5,355.00	\$84.0000	\$21,420.00	\$0.00	\$0.00
20800150	TRENCH BACKFILL		CU YD	72	\$100.0000	\$7,200.00	\$80.0000	\$5,760.00	\$100.0000	\$7,200.00	\$0.00	\$0.00
28000500	INLET & PIPE PROTECT		EACH	8	\$200.0000	\$1,600.00	\$215.0000	\$1,720.00	\$800.0000	\$6,400.00	\$0.00	\$0.00
28000510	INLET FILTERS		EACH	7	\$325.0000	\$2,275.00	\$215.0000	\$1,505.00	\$750.0000	\$5,250.00	\$0.00	\$0.00
30300011	AGG SUBGRADE IMPROVE		TON	791	\$75.0000	\$59,325.00	\$58.0000	\$45,878.00	\$58.0000	\$45,878.00	\$0.00	\$0.00
40200800	AGG SURF COURSE TY B		TON	216	\$100.0000	\$21,600.00	\$52.0000	\$11,232.00	\$51.5000	\$11,124.00	\$0.00	\$0.00
42000301	PCC PVT 8 JOINTED		SQ YD	1786	\$110.0000	\$196,460.00	\$97.0000	\$173,242.00	\$104.0000	\$185,744.00	\$0.00	\$0.00
42300400	PCC DRIVEWAY PAVT 8		SQ YD	288	\$120.0000	\$34,560.00	\$98.0000	\$28,224.00	\$135.0000	\$38,880.00	\$0.00	\$0.00
44000100	PAVEMENT REM		SQ YD	1199	\$30.0000	\$35,970.00	\$13.0000	\$15,587.00	\$40.0000	\$47,960.00	\$0.00	\$0.00
44000200	DRIVE PAVEMENT REM		SQ YD	282	\$30.0000	\$8,460.00	\$16.0000	\$4,512.00	\$35.0000	\$9,870.00	\$0.00	\$0.00
44000500	COMB CURB GUTTER REM		FOOT	307	\$25.0000	\$7,675.00	\$6.0000	\$1,842.00	\$19.0000	\$5,833.00	\$0.00	\$0.00
55050050	STORM SEW CL B 1 12		FOOT	149	\$125.0000	\$18,625.00	\$53.0000	\$7,897.00	\$112.0000	\$16,688.00	\$0.00	\$0.00
55080120	STORM SEW CL B 1 24		FOOT	326	\$150.0000	\$48,900.00	\$87.0000	\$28,362.00	\$120.0000	\$39,120.00	\$0.00	\$0.00
60218400	MAN TA 4 DIA T1F CL		EACH	1	\$7,500.0000	\$7,500.00	\$3,800.0000	\$3,800.00	\$5,500.0000	\$5,500.00	\$0.00	\$0.00
60260400	INLETS ADJ NEW T1F CL		EACH	1	\$1,750.0000	\$1,750.00	\$1,100.0000	\$1,100.00	\$1,200.0000	\$1,200.00	\$0.00	\$0.00
60500060	REMOV INLETS		EACH	2	\$600.0000	\$1,200.00	\$250.0000	\$500.00	\$600.0000	\$1,200.00	\$0.00	\$0.00
60605000	COMB CC&G TY B-6.24		FOOT	1060	\$70.0000	\$74,200.00	\$72.0000	\$76,320.00	\$64.0000	\$67,840.00	\$0.00	\$0.00

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
66600105	FUR ERECT ROW MARKER		EACH	3	\$750.0000	\$2,250.00	\$400.0000	\$1,200.00	\$750.0000	\$2,250.00		\$0.00
66900200	NON SPL WASTE DISPOS		CU YD	433	\$75.0000	\$32,475.00	\$97.0000	\$42,001.00	\$153.0000	\$66,249.00		\$0.00
66900530	SOIL DISPOSAL ANALY		EACH	1	\$1,500.0000	\$1,500.00	\$1,400.0000	\$1,400.00	\$1,500.0000	\$1,500.00		\$0.00
66901001	REG SUB P-CONST PLAN		L SUM	1	\$2,500.0000	\$2,500.00	\$2,500.0000	\$2,500.00	\$2,400.0000	\$2,400.00		\$0.00
66901003	REG SUB F CON REPORT		L SUM	1	\$2,250.0000	\$2,250.00	\$2,500.0000	\$2,500.00	\$2,400.0000	\$2,400.00		\$0.00
66901006	REG SUB MON		CAL DA	5	\$1,750.0000	\$8,750.00	\$1,200.0000	\$6,000.00	\$1,199.5000	\$5,997.50		\$0.00
67000500	ENGR FIELD OFFICE B		CAL MO	4	\$2,000.0000	\$8,000.00	\$750.0000	\$3,000.00	\$2,000.0000	\$8,000.00		\$0.00
67100100	MOBILIZATION		L SUM	1	\$42,500.0000	\$42,500.00	\$32,000.0000	\$32,000.00	\$7,000.0000	\$7,000.00		\$0.00
72000100	SIGN PANEL T1		SQ FT	6.25	\$80.0000	\$500.00	\$92.0000	\$575.00	\$72.0000	\$450.00		\$0.00
72800100	TELES STL SIN SUPPORT		FOOT	16	\$70.0000	\$1,120.00	\$53.0000	\$848.00	\$25.0000	\$400.00		\$0.00
78001110	PAINT PVT MK LINE 4		FOOT	1127	\$2.2500	\$2,535.75	\$2.0000	\$2,254.00	\$2.2000	\$2,479.40		\$0.00
78001130	PAINT PVT MK LINE 6		FOOT	123	\$2.5000	\$307.50	\$3.0000	\$369.00	\$3.2000	\$393.60		\$0.00
78001150	PAINT PVT MK LINE 12		FOOT	108	\$2.7500	\$297.00	\$6.0000	\$648.00	\$6.5000	\$702.00		\$0.00
78001150	PAINT PVT MK LINE 24		FOOT	29	\$5.5000	\$159.50	\$12.0000	\$348.00	\$13.0000	\$377.00		\$0.00
X0326275	RR ROW ENTRY PERMIT		EACH	1	\$2,250.0000	\$2,250.00	\$8,000.0000	\$8,000.00	\$1,150.0000	\$1,150.00		\$0.00
X1200160	CONN EX DRG STRUCTUR		EACH	1	\$2,500.0000	\$2,500.00	\$1,250.0000	\$1,250.00	\$2,200.0000	\$2,200.00		\$0.00
X3010104	BIAXIAL GEOGRID		SQ YD	2091	\$7.5000	\$15,682.50	\$3.0000	\$6,273.00	\$3.5000	\$7,318.50		\$0.00
X5510100	STORM SEWER REMOVAL		FOOT	169	\$17.5000	\$2,957.50	\$25.0000	\$4,225.00	\$21.0000	\$3,549.00		\$0.00
X6020082	INLETS TG-1		EACH	6	\$3,000.0000	\$18,000.00	\$4,500.0000	\$27,000.00	\$6,500.0000	\$39,000.00		\$0.00
X6061055	CONCRETE ISLAND SPL		SQ FT	30	\$50.0000	\$1,500.00	\$48.0000	\$1,440.00	\$200.0000	\$6,000.00		\$0.00
X6061055	TRAF CONT-PROT BLR 21		L SUM	1	\$5,000.0000	\$5,000.00	\$8,000.0000	\$8,000.00	\$15,000.0000	\$15,000.00		\$0.00
X7240500	RELOC EX SIGNS		EACH	1	\$500.0000	\$500.00	\$295.0000	\$295.00	\$650.0000	\$650.00		\$0.00
XX006343	SEEDING (COMPLETE)		SQ YD	374	\$15.0000	\$5,610.00	\$4.5000	\$1,683.00	\$60.0000	\$22,440.00		\$0.00
XX007785	SURF REMOVAL SPECIAL		SQ YD	1312	\$7.5000	\$9,840.00	\$10.0000	\$13,120.00	\$28.0000	\$36,736.00		\$0.00
XX009453	STORM SEW CL B 1 8		FOOT	10	\$120.0000	\$1,200.00	\$100.0000	\$1,000.00	\$95.0000	\$950.00		\$0.00
Z0013798	CONSTRUCTION LAYOUT		SQ FT	1	\$7,500.0000	\$7,500.00	\$9,800.0000	\$9,800.00	\$24,500.0000	\$24,500.00		\$0.00
Z0048400	RAILROAD CROSSING RE		EACH	1	\$15,000.0000	\$15,000.00	\$5,000.0000	\$5,000.00	\$12,300.0000	\$12,300.00		\$0.00
Z0048665	RR PROT LIABILITY INS		L SUM	1	\$7,500.0000	\$7,500.00	\$4,500.0000	\$4,500.00	\$10,500.0000	\$10,500.00		\$0.00

**Total Bid:**

As Read:	\$600,065.00	\$799,999.00
As Calculated:	\$600,065.00	\$799,999.00
% Over/Under:	(20.31)%	6.24 %
		\$0.00

# **ILLINOIS FOP LABOR COUNCIL**

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and

## **CITY OF FARMER CITY**

**Police Officers and Sergeants**

**May 1, 2026 – April 30, 2029**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://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 twelve consecutive hours of work.
- b) The workday shall be fixed and regular recurring period of twenty-four (24) consecutive hours.
- c) The work shall be fixed and a regularly recurring period of fourteen (14) days.
- d) Shifts shall follow a standard 2/2/3 (Panama) 14-day pattern, with scheduled work on seven days of the 14 day work rotation.
- 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).

The School Resource Officer(s) shall remain on a twelve (12) hour schedule. A Sergeant may be assigned at the Chief of Police's discretion to an afternoon shift that overlaps the patrol shifts.

### **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. The most senior officer 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 twelve (12) 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 twenty-four (24) hours of personal leave to be used during the then current calendar year.
- b) The amount of hours accrued shall be pro-rated to two (2) 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 - Compensatory Time**

(A) The Federal Fair Labor Standards Act, being 29 U.S.C. §§ 201 et seq., allows public employers to compensate non-exempt employees for hours worked in excess of 80 with compensatory time off ("comp time") in lieu of cash overtime compensation. Such comp time must be credited at a rate not less than one and one-half hours for each hour of employment.

(B) Employees may only be compensated with comp time in lieu of cash overtime if the employee agrees, prior to performing the work in question, to be compensated with comp time instead of cash overtime, either in a collective bargaining agreement or other agreement. Employees may only accrue up to 80 hours of comp time.

(C) Employees will be permitted to use their accrued comp time within a reasonable period after making a request so long as the use of the comp time does not unduly disrupt the operations of the

employee's department. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than either the average regular rate received by the employee during the last three years of the employee's employment or the final regular rate received by the employee, whichever is higher.

(D) The ability to earn comp time in lieu of cash overtime may only be available to certain employees, job titles or assignments. Any questions or concerns regarding comp time should be directed to the City Manager.

(E) There are restrictions on the accumulation of comp time, which include the following.

(1) Comp time cannot be accumulated in any pay period in which an employee also uses an already accumulated comp time.

(2) Comp time cannot be used in conjunction with holidays. Holiday hours cannot be compensated in comp time.

(3) Comp time cannot be used in conjunction with vacation or personal days.

(4) In no event, except in the instance when an employee actually works on a holiday, will any employee be paid more than one and one-half times the usual hourly rate.

### **Section 13.2 – 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 13.3 – 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 13.4 – Military Leave**

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

### **Section 13.5 – 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 13.6 – 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 eighty-four (84) hours in a fourteen (14) day work rotation. 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 twelve (12) 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 - eight-four (84) hours
  2. After five (5) years of service - one hundred thirty-two (132) hours

3. After ten (10) years of service - one hundred sixty eight (168) hours
  4. After twenty (20) years of service - two hundred fifty-two (252) 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.

**Section 17.2 – On-Call Pay**

- a) An officer shall be compensated at one (1) hour of pay per four (4) hour “on-call” not to include any "call-out" which the officer is compensated at one and one-half their

normal hourly rate. On-call pay may be taken in compensatory time or pay at the employee's choice.

- 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 two (2) 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, 2026. 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, 2029.

#### **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 \_\_\_\_\_, 2026.

**FOR THE EMPLOYER:**

**FOR THE LABOR COUNCIL:**

\_\_\_\_\_  
City of Farmer City

\_\_\_\_\_  
Union Steward  
Farmer City Police Department

\_\_\_\_\_  
Chief of Police  
City of Farmer City

\_\_\_\_\_  
Field Representative  
Illinois F.O.P. Labor Council



## APPENDIX A - SALARY SCHEDULE

Three percent increases effective May 1, 2026, May 1, 2027, and May 1, 2028

Years of Service *	Longevity Calculation	Hourly Rate		
		5/1/2026	5/1/2027	5/1/2028
<b>Start Pay</b>	Base Pay	\$ 26.78	\$ 28.12	\$ 29.52
After 1 Year of Service	5%	\$ 28.12	\$ 29.52	\$ 31.00
After 2 Years of Service	7.5%	\$ 28.79	\$ 30.23	\$ 31.73
After 4 Years of Service	10%	\$ 29.46	\$ 30.93	\$ 32.48
After 8 Years of Service	15%	\$ 30.80	\$ 32.34	\$ 33.95
After 12 Years of Service	20%	\$ 32.14	\$ 33.74	\$ 35.43
After 15 Years of Service	25%	\$ 33.48	\$ 35.15	\$ 36.91
		<b>\$10,000</b>	<b>5.00%</b>	<b>5.00%</b>

<b>Sergeant Differential</b>	15%			
Years of Service *	Longevity Calculation	Hourly Rate		
		5/1/2026	5/1/2027	5/1/2028
<b>Start Pay</b>	Base Pay	\$ 30.78	\$ 32.34	\$ 33.96
After 1 Year of Service	5%	\$ 32.34	\$ 33.96	\$ 35.65
After 2 Years of Service	7.5%	\$ 33.11	\$ 34.77	\$ 36.50
After 4 Years of Service	10%	\$ 33.88	\$ 35.57	\$ 37.35
After 8 Years of Service	15%	\$ 35.42	\$ 37.19	\$ 39.05
After 12 Years of Service	20%	\$ 36.96	\$ 38.81	\$ 40.75
After 15 Years of Service	25%	\$ 38.50	\$ 40.43	\$ 42.45
		<b>\$10,000</b>	<b>5.00%</b>	<b>5.00%</b>

**APPENDIX B - DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, \_\_\_\_\_ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

Illinois Fraternal Order of Police Labor Council  
Attn: Accounting  
974 Clock Tower Drive  
Springfield, Illinois 62704

(217) 698-9433

*Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.*

**APPENDIX C – GRIEVANCE FORM**

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_

Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Section(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Given To: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature Position

\_\_\_\_\_  
Person to Whom Response Given Date

Lodge No. Year Grievance No.

**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

RESOLUTION 2026-147

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, 2026; and

WHEREAS the City of Farmer City and the FOP have come to a renewed agreement for May 1, 2026 through April 30, 2029; and

WHEREAS the FOP ratified the agreement on May 1, 2026;

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, 2026 through April 30, 2029.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF FARMER CITY, COUNTY OF DEWITT, ILLINOIS THIS 4<sup>th</sup> DAY OF MAY 2026.

AYES:

NAYS:

ABSTAIN:

ABSENT:

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Angie Wanserski, City Clerk

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Scott Testory, Mayor