



## **United City of Yorkville**

800 Game Farm Road

Yorkville, Illinois 60560

Telephone: 630-553-4350

[www.yorkville.il.us](http://www.yorkville.il.us)

**AGENDA**  
**CITY COUNCIL MEETING**  
**Tuesday, October 13, 2020**  
**7:00 p.m.**

City Hall Council Chambers  
800 Game Farm Road, Yorkville, IL

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**Call to Order:**

**Pledge of Allegiance:**

**Roll Call by Clerk:** WARD I

Ken Koch

Dan Transier

WARD II

Jackie Milschewski

Arden Joe Plocher

WARD III

Chris Funkhouser

Joel Frieders

WARD IV

Seaver Tarulis

Jason Peterson

**Establishment of Quorum:**

**Amendments to Agenda:**

**Presentations:**

**Public Hearings:**

**Citizen Comments on Agenda Items:**

**Consent Agenda:**

1. Minutes of the Regular City Council – September 22, 2020
2. Bill Payments for Approval
  - \$ 819,150.42 (vendors)
  - \$ 607,221.12 (payroll period ending 9/18/20 and 10/2/20)
  - \$ 1,426,371.54 (total)

**Mayor's Report:**

1. CC 2020-76 Sewer Department Truck Repair

**Public Works Committee Report:**

1. PW 2020-52 ITEP Applications
  - a. ITEP Project Selection
  - b. Resolution Authorizing Application for the Illinois Transportation Enhancement Program and Execution of all Necessary Documents (Fox Road Shared-Used Path)
  - c. Resolution Authorizing Application for the Illinois Transportation Enhancement Program and Execution of all Necessary Documents (Vegetation Management – Route 34 Corridor)

**Economic Development Committee Report:**

1. EDC 2020-42 Limited Manufacturing Uses in Residential Districts

**Public Safety Committee Report:**

**Administration Committee Report:**

1. ADM 2020-56 Tax Levy Estimate

**Park Board:**

**Planning and Zoning Commission:**

**City Council Report:**

**City Clerk's Report:**

**Community and Liaison Report:**

**Staff Report:**

**Mayor's Report (cont'd):**

2. CC 2020-77 FY 21 Budget Update
3. CC 2020-78 Collective Bargaining Agreement between the Yorkville Sergeants and the City

**Additional Business:**

**Citizen Comments:**

**Executive Session:**

1. For 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.
2. For the purchase or lease of real property for the use of the public body.
3. For 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.

**Adjournment:**

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COMMITTEES, MEMBERS AND RESPONSIBILITIES

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**ADMINISTRATION: October 21, 2020 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman:	Alderman Funkhouser	Finance
Vice-Chairman:	Alderman Transier	Administration
Committee:	Alderman Plocher	
Committee:	Alderman Peterson	

COMMITTEES, MEMBERS AND RESPONSIBILITIES cont'd:

**ECONOMIC DEVELOPMENT: November 3, 2020 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Milschewski	Community Development	Planning & Zoning Commission
Vice-Chairman: Alderman Peterson	Building Safety & Zoning	Kendall Co. Plan Commission
Committee: Alderman Koch		
Committee: Alderman Frieders		

**PUBLIC SAFETY: November 5, 2020 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Tarulis	Police	School District
Vice-Chairman: Alderman Frieders		
Committee: Alderman Milschewski		
Committee: Alderman Transier		

**PUBLIC WORKS: October 20, 2020 – 6:00 p.m. – City Hall Conference Room**

<u>Committee</u>	<u>Departments</u>	<u>Liaisons</u>
Chairman: Alderman Plocher	Public Works	Park Board
Vice-Chairman: Alderman Koch	Engineering	YBSD
Committee: Alderman Funkhouser	Parks and Recreation	
Committee: Alderman Tarulis		

UNITED CITY OF YORKVILLE  
WORKSHEET  
CITY COUNCIL  
**Tuesday, October 13, 2020**  
7:00 PM  
CITY COUNCIL CHAMBERS

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**AMENDMENTS TO AGENDA:**

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**CITIZEN COMMENTS ON AGENDA ITEMS:**

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**CONSENT AGENDA:**

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1. Minutes of the Regular City Council – September 22, 2020

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_  
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2. Bill Payments for Approval

☐ Approved \_\_\_\_\_

☐ As presented

☐ As amended

☐ Notes \_\_\_\_\_

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**MAYOR'S REPORT:**

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1. CC 2020-76 Sewer Department Truck Repair

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_ ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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## **PUBLIC WORKS COMMITTEE REPORT:**

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### **1. PW 2020-52 ITEP Applications**

#### **a. ITEP Project Selection**

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

#### **b. Resolution Authorizing Application for the Illinois Transportation Enhancement Program and Execution of all Necessary Documents (Fox Road Shared-Use Path)**

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

#### **c. Resolution Authorizing Application for the Illinois Transportation Enhancement Program and Execution of all Necessary Documents (Vegetation Management – Route 34 Corridor)**

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_  
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## **ECONOMIC DEVELOPMENT COMMITTEE REPORT:**

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### **1. EDC 2020-42 Limited Manufacturing Uses in Residential Districts**

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_  
\_\_\_\_\_  
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**ADMINISTRATION COMMITTEE REPORT:**

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1. ADM 2020-56 Tax Levy Estimate

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

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**MAYOR'S REPORT (CONT'D):**

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2. CC 2020-77 FY 21 Budget Update

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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3. CC 2020-78 Collective Bargaining Agreement between the Yorkville Sergeants and the City

☐ Approved: Y \_\_\_\_\_ N \_\_\_\_\_    ☐ Subject to \_\_\_\_\_

☐ Removed \_\_\_\_\_

☐ Notes \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**ADDITIONAL BUSINESS:**

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**CITIZEN COMMENTS:**

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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #1

Tracking Number

### Agenda Item Summary Memo

**Title:** Minutes of the Regular City Council – September 22, 2020

**Meeting and Date:** City Council – October 13, 2020

**Synopsis:** Approval of Minutes

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Lisa Pickering Administration  
Name Department

#### Agenda Item Notes:

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**MINUTES OF THE REGULAR MEETING OF THE CITY COUNCIL**  
**OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY, ILLINOIS,**  
**HELD IN THE CITY COUNCIL CHAMBERS,**  
**800 GAME FARM ROAD ON**  
**TUESDAY, SEPTEMBER 22, 2020**

Mayor Purcell called the meeting to order at 7:02 p.m. and led the Council in the Pledge of Allegiance.

**ROLL CALL**

City Clerk Pickering called the roll.

Ward I	Koch	Present
	Transier	Present
Ward II	Milschewski	Present
	Plocher	Present
Ward III	Funkhouser	Present
	Frieders	Present
Ward IV	Tarulis	Present
	Peterson	Present

Staff in attendance at city hall: City Administrator Olson, City Clerk Pickering, Chief of Police Jensen, and Attorney Orr.

Staff in attendance electronically: Public Works Director Dhuse, Community Development Director Barksdale-Noble, Finance Director Fredrickson, Parks and Recreation Director Evans, Assistant City Administrator Willrett, and EEI Engineer Sanderson.

Clerk’s Note: Due to COVID-19, in accordance with Public Act 101-0640 and Gubernatorial Disaster Proclamation issued by Governor Pritzker pursuant to the powers vested in the Governor under the Illinois Emergency Management Act, the United City of Yorkville encouraged social distancing by allowing remote attendance to the City Council meeting.

Members of the public were able to attend this meeting in person while practicing social distancing as well as being able to access the meeting remotely via Zoom which allowed for video, audio and telephonic participation.

A meeting notice was posted on the city’s website on the agenda, minutes and packets webpage with instructions regarding remote meeting access and a link was included for the public to participate in the meeting remotely: <https://us02web.zoom.us/j/84138378942?pwd=WGRoN2Y3YmR3STliSmRNeEluVmM2UT09>. The Zoom meeting ID was 841 3837 8942.

**QUORUM**

A quorum was established.

**AMENDMENTS TO THE AGENDA**

None.

**PRESENTATIONS**

**Certificate of Recognition – Marge Linnane**

A certificate of recognition was presented to Marge Linnane recognizing her for her commitment and dedication as a crossing guard at Autumn Creek Elementary School. She was nominated for the Autumn Creek PTO Inspiration Award and was awarded Top Honors by the Autumn Creek Elementary School PTO. Alderman Peterson said that Marge is an instrumental part of the start of the kids’ school day as she always smiles at the kids and greets them by name.

**PUBLIC HEARINGS**

None.

**CITIZEN COMMENTS ON AGENDA ITEMS**

Todd Milliron, Kendall County resident, commented that Kendall County recently held a hearing on their budget. He said the Kendall County Sheriff is proposing to add an inspector general position to provide oversight for law enforcement. He suggested that there may be an opportunity for an intergovernmental agreement between the county and the surrounding municipalities to share in this function.

Scott Gengler, Yorkville resident, commented that he appreciates all the time and work that the City Council puts in to serve city residents. He stated that he was running for the District 1 position on the Kendall County Board. If elected, he hopes that the county and the city can continue working on projects together. He thinks that intergovernmental agreements between government agencies are beneficial to taxpayers.

**CONSENT AGENDA**

1. Minutes of the Regular City Council – September 8, 2020
2. Bill Payments for Approval
  - \$ 878,019.47 (vendors)
  - \$ 293,971.10 (payroll period ending 9/4/20)
  - \$ 1,171,990.57 (total)
3. Treasurer’s Report for July and August 2020 (ADM 2020-53)
4. **Resolution 2020-68** Approving an Amendment to the United City of Yorkville Employee Manual (Sick Leave Donation Policy) – *authorize the Mayor and City Clerk to execute* (ADM 2020-57)

Mayor Purcell entertained a motion to approve the consent agenda. So moved by Alderman Funkhouser; seconded by Alderman Milschewski.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Koch-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye,  
Transier-aye, Plocher-aye, Frieders-aye, Peterson-aye

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**REPORTS**

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**MAYOR’S REPORT**

**Popeyes Chicken**

Mayor Purcell mentioned that Popeyes Chicken is now open in Yorkville. He said they have been very busy and it’s great to see a new business open in Yorkville.

**PUBLIC WORKS COMMITTEE REPORT**

**Water Department Reports for April, May, June, July, and August 2020**  
(PW 2020-48)

Alderman Plocher made a motion to approve the Water Department Reports for April – August 2020; seconded by Alderman Koch.

Motion unanimously approved by a viva voce vote.

**Cedarhurst of Yorkville Bond Release**  
(PW 2020-49)

Alderman Plocher made a motion to authorize the release of the remaining performance security for Cedarhurst of Yorkville; seconded by Alderman Milschewski.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Funkhouser-aye, Tarulis-aye, Transier-aye, Plocher-aye,  
Frieders-aye, Peterson-aye, Koch-aye, Milschewski-aye

**2020 Striping Program – Contract Award**  
(PW 2020-50)

Alderman Plocher made a motion to accept the bid and award the contract to Precision Pavement Markings, Inc. in an amount not to exceed \$28,768.54; seconded by Alderman Peterson.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Tarulis-aye, Transier-aye, Plocher-aye, Frieders-aye,  
Peterson-aye, Koch-aye, Milschewski-aye, Funkhouser-aye

**2020 Road to Better Roads Program – Change in Plans  
and Final Payment Estimate**  
(PW 2020-51)

Alderman Plocher made a motion to approve the 2020 Road to Better Roads Program – Request for Change in Plans and Engineer’s Final Payment Estimate and authorize the Mayor to execute; seconded by Alderman Frieders.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Transier-aye, Plocher-aye, Frieders-aye, Peterson-aye,  
Koch-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye

**ITEP Applications**  
(PW 2020-52)

Alderman Plocher said this item was for discussion only. Mayor Purcell asked Assistant City Administrator Willrett for an overview of this item. Ms. Willrett explained that the packet contains information on four different ITEP options which were discussed at the Public Works Committee meeting that was held last week. The committee members decided they would like the entire council to discuss the proposed options. Ms. Willrett said that ITEP is a federal funded program. The four projects that have been identified are as follows: Fox Road Sidewalk/Multi Use Path, Vegetation Management along the Route 34 corridor, creation of a one-way street on East Hydraulic, and an extension of the path by the river underneath the Route 47 bridge to the west.

Assistant City Administrator Willrett mentioned that some of the concerns raised included native plantings between the trail and the right-of-way along the Route 34 corridor and the perception by some that the native plantings may look like overgrown weeds. For this corridor, the committee was supportive of low grow/no mow plantings in the islands that the city maintains along Route 34. For Fox Road, staff has been in communication with Kendall County about the possibility of the city and county working together on this project and Kendall County is supportive of this idea. If this project moves forward, it will be a partnership between the city and county. The major concern with the Hydraulic project is that the city would need to work with the railroad to create some type of demarcation between the road and the railroad tracks. When it comes to the extension of the path underneath the Route 47 bridge, concerns were raised as to whether it was feasible to go underneath the bridge.

Discussion took place on the four options and the consensus was for staff to work on the Fox Road application as well as on an alternative plan for the islands along Route 34.

**Proposed Road to Better Roads Program  
and Rebuild Illinois Program**  
(PW 2020-53)

Alderman Plocher made a motion to approve the proposed 2021 Road to Better Roads Program, proposed Rebuild Illinois Program and the proposed long-term Road to Better Roads Program 2022 and 2023; seconded by Alderman Funkhouser.

Mayor Purcell commented that the Road to Better Roads (RTBR) Program will cost approximately 1.1 million dollars and proposed streets include parts of Adams Street, Beaver Street, Colonial Parkway, Morgan Street, State Street, W. Van Emmon Street, Heustis Street, Mill Street, W. Hydraulic Avenue, W. Madison Street, Elizabeth Street, and Greenbriar Road. The Rebuild program will cost approximately 1.2 million dollars and will cover part of Fox Hill. The proposed streets include parts of John Street, Sycamore Road, Diehl Farm Road, and Cottonwood Trail.

Discussion took place around possibly increasing the amount of money spent annually on the road program. It was suggested that the city might want to look at increasing the Road to Better Roads program to 2 million a year. Mayor Purcell commented that if the City Council wanted to increase the motor vehicle tax it would bring more money in for the road program.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Frieders-aye, Peterson-aye, Koch-aye, Milschewski-aye,  
Funkhouser-aye, Tarulis-aye, Transier-aye, Plocher-aye

**ECONOMIC DEVELOPMENT COMMITTEE REPORT**

No report.

**PUBLIC SAFETY COMMITTEE REPORT**

**Police Department**

Alderman Tarulis mentioned that he has not heard anything recently about the city continuing to look into the idea of the Yorkville Police Department sharing space with the Kendall County Sheriff's Department. Mayor Purcell asked the council if they were interested in re-opening this topic with the county. The general consensus from the council members was that they were interested in continuing to look into this option of a shared facility.

**ADMINISTRATION COMMITTEE REPORT**

**Tax Levy Estimate**  
(ADM 2020-56)

Alderman Funkhouser made a motion to approve a tax levy estimate for 2020, to be used for the purposes of conducting a public hearing on the tax levy in the amount of \$4,295,703; seconded by Alderman Milschewski.



Administrator Olson reported that staff was still waiting to receive the Police Pension numbers as well as the Library Board's tax levy request. He asked that this item be tabled to the October 13<sup>th</sup> City Council agenda. Administrator Olson mentioned that the tax levy estimate this year only captures new construction and does not include an inflationary factor. Alderman Funkhouser withdrew his motion and Alderman Milschewski withdrew her second of the motion.

This item will be moved to the October 13<sup>th</sup> City Council agenda. It is expected that a public hearing on the tax levy will be held at the October 27<sup>th</sup> meeting.

### **PARK BOARD**

#### **Baseball, Softball, and Soccer**

Director Evans reported that the numbers for the baseball, softball, and soccer programs are almost the same as last year.

#### **East Riverfront Boat Launch**

Director Evans reported that the East Riverfront Boat Launch is expected to be completed by the end of the month.

#### **Scarecrow Walk**

Director Evans reported that a scarecrow walk would be held throughout the month of October at the wooded area located at the eastern end of Riverfront Park.

#### **National Night Out**

Director Evans reported that National Night Out would be held on Tuesday, October 6<sup>th</sup> at Beecher Community Park from 5:30 p.m. to 7:00 p.m. Chief Jensen commented that the Police Department was excited to work with the Parks and Recreation Department on the National Night Out event. He said there will be hot dogs and an outdoor movie will be shown.

#### **Biz Boo**

Director Evans reported that the City would be having a fall event in conjunction with the Chamber of Commerce's Biz Boo business trick-or-treat on Saturday, October 24<sup>th</sup>.

### **PLANNING AND ZONING COMMISSION**

#### **Ordinance 2020-46**

#### **Granting a Sign Variance for the Property Located at 1308 Game Farm Road (Hillside Rehabilitation and Care) (PZC 2020-08 and EDC 2020-37)**

Mayor Purcell entertained a motion to approve an Ordinance Granting a Sign Variance for the Property Located at 1308 Game Farm Road (Hillside Rehabilitation and Care). So moved by Alderman Milschewski; seconded by Alderman Transier.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Koch-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye,  
Transier-aye, Plocher-aye, Frieders-aye, Peterson-aye

### **CITY COUNCIL REPORT**

#### **National Suicide Prevention + Action Month Proclamation Project**

Alderman Frieders reported that the National Suicide Prevention + Action Month Proclamation project currently has fifty-six communities, two counties, and seventeen states that have agreed to issue proclamations which equates to 3 million residents who are potentially impacted. He also reported that Hope for the Day partnered with Demi Lovato and Marshmello on their song "OK NOT TO BE OK" which was released on Thursday, September 10<sup>th</sup>, which is World Suicide Prevention Day. He announced they have just topped 7.2 million views of the song. He thanked the council for allowing him to conduct this outreach.

### **CITY CLERK'S REPORT**

#### **2021 Consolidated Election**

City Clerk Pickering announced that if there were any residents who would like to run for Alderman in the April 2021 consolidated election, information has been posted on the city's website regarding filing dates and signature requirements. The information can be found under the Government tab on the city's homepage. There will be one Alderman position open in each of the city's four wards. Interested candidates should also check the State Board of Elections website located at [www.elections.il.gov](http://www.elections.il.gov). The state's website has a tab at the top of the homepage entitled "Running for Office" which will lead to a link for the 2021 Candidate's Guide which contains information and links to sample forms of candidacy.

### **COMMUNITY & LIAISON REPORT**

#### **Kiwanis Club Yorktoberfest**

Alderman Frieders reported that the Kiwanis Club will be holding a limited capacity Yorktoberfest this year on Saturday, October 24<sup>th</sup> at Southbank Original BBQ from 3:00 p.m. until 10:00 p.m.

**STAFF REPORT**

No report.

**CITIZEN COMMENTS**

Scott Gryder, Kendall County Board Chairman, mentioned that the Kendall County Board recently passed a resolution on suicide prevention awareness and he thanked Alderman Frieders for his work on this topic. He also thanked the Mayor and City Council for their efforts in working with the county on joint projects and said that he felt there would be other opportunities for the entities to work together. Mr. Gryder also expressed his appreciation for the peaceful protests that had occurred in the city this summer. He commended the Chief and his department as well as the residents on holding peaceful demonstrations.

**MAYOR’S REPORT (cont’d)**

**Halloween**

Mayor Purcell announced that Trick or Treating would be held from 3:00 p.m. until 7:00 p.m. on Halloween.

**FY 21 Budget Update  
(CC 2020-74)**

Administrator Olson reported that the packet materials included a budget update and there was nothing new to report since the memo was written.

**Collective Bargaining Agreement between the International Union  
of Operating Engineers, Local 150, Public Employees  
(CC 2020-75)**

Mayor Purcell entertained a motion to approve a collective bargaining agreement between the International Union of Operating Engineers, Local 150, Public Employees and the City of Yorkville for a one-year extension. So moved by Alderman Milschewski; seconded by Alderman Peterson.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Milschewski-aye, Funkhouser-aye, Tarulis-aye, Transier-aye,  
Plocher-aye, Frieders-aye, Peterson-aye, Koch-aye

**ADDITIONAL BUSINESS**

None.

**CITIZEN COMMENTS**

None.

**EXECUTIVE SESSION**

Mayor Purcell entertained a motion to go into executive session for probable or imminent litigation. So moved by Alderman Milschewski; seconded by Alderman Peterson.

Motion approved by a roll call vote. Ayes-8 Nays-0  
Koch-aye, Milschewski-aye, Funkhouser-aye, Tarulis-aye,  
Transier-aye, Plocher-aye, Frieders-aye, Peterson-aye

Administrator Olson stated that he would be closing the Zoom meeting due to the council entering executive session and no action would be taken after executive session.

The City Council entered executive session at 8:14 p.m.

The City Council returned to regular session at 8:37 p.m.

**ADJOURNMENT**

Mayor Purcell entertained a motion to adjourn the City Council meeting. So moved by Alderman Frieders; seconded by Alderman Transier.

Motion unanimously approved by a viva voce vote.

Meeting adjourned at 8:38 p.m.

Minutes submitted by:

Lisa Pickering,  
City Clerk, City of Yorkville, Illinois



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Consent Agenda #2

Tracking Number

### Agenda Item Summary Memo

**Title:** Bills for Payment

**Meeting and Date:** City Council – October 13, 2020

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval  
\_\_\_\_\_

**Submitted by:** Amy Simmons Finance  
Name Department

#### Agenda Item Notes:

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DATE: 09/23/20  
TIME: 15:44:25  
ID: AP225000.WOW

UNITED CITY OF YORKVILLE  
MANUAL CHECK REGISTER

CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	CHECK DATE	ACCOUNT #	ITEM AMT
131176	KCR	KENDALL COUNTY RECORDER'S			09/22/20		
	34753	09/22/20	01	ORDINANCE APPROVING FINAL		90-152-00-00-0011	67.00
			02	PLAT OF RAINTREE SUBDIVISION		** COMMENT **	
						INVOICE TOTAL:	67.00 *
						CHECK TOTAL:	67.00
						TOTAL AMOUNT PAID:	67.00

- 01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-540 HEALTH & SANITATION  
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA  
12-112 SUNFLOWER ESTATES  
15-155 MOTOR FUEL TAX(MFT)  
23-216 MUNICIPAL BUILDING  
23-230 CITY-WIDE CAPITAL  
25-205 POLICE CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL  
42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN TIF II  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

DATE: 09/22/20  
TIME: 10:52:41  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
CHECK REGISTER

CHECK DATE: 09/22/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
533430	R0002296	KCJ RESTORATION					
		111 W MADISON-ELECTR	09/22/20	01	ELECTRICAL WORK AT 511 W	89-890-54-00-5425	5,000.00
				02	MADISON	** COMMENT **	
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		5,000.00
533431	R0002296	KCJ RESTORATION					
		111 W MADISON-PLUMBI	09/22/20	01	SEWER AND PLUMBING WORK	89-890-54-00-5425	15,000.00
				02	AT 511 W MADISON	** COMMENT **	
					INVOICE TOTAL:		15,000.00 *
					CHECK TOTAL:		15,000.00
					TOTAL AMOUNT PAID:		20,000.00

01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-540 HEALTH & SANITATION  
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA  
12-112 SUNFLOWER ESTATES  
15-155 MOTOR FUEL TAX(MFT)  
23-216 MUNICIPAL BUILDING  
23-230 CITY-WIDE CAPITAL  
25-205 POLICE CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL  
42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN TIF II  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

DATE: 10/01/20  
TIME: 10:12:01  
PRG ID: AP215000.WOW

UNITED CITY OF YORKVILLE  
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CHECK DATE: 10/01/20

CHECK #	VENDOR #	INVOICE NUMBER	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	ITEM AMT
533432	R0002408	KAYLA MARTIN					
	100120		10/01/20	01	REFUND PAYMENT MADE IN ERROR	01-000-13-00-1371	1,851.75
				02	FOR ACCT#0300202790-01	** COMMENT **	
					INVOICE TOTAL:		1,851.75 *
					CHECK TOTAL:		1,851.75
					TOTAL AMOUNT PAID:		1,851.75

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TIME: 11:19:35  
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CHECK #	VENDOR # INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	PROJECT CODE	ITEM AMT
533433	AACVB	AURORA AREA CONVENTION					
	20-AUG	09/10/20	01	AUG 2020 ALL SEASON HOTEL TAX	01-640-54-00-5481		27.54
					INVOICE TOTAL:		27.54 *
	8/20-HAMPTON	09/18/20	01	AUG 2020 HAMPTON INN HOTEL TAX	01-640-54-00-5481		2,620.43
					INVOICE TOTAL:		2,620.43 *
	8/20-SUNSET	09/17/20	01	AUG 2020 SUNSET HOTEL TAX	01-640-54-00-5481		46.80
					INVOICE TOTAL:		46.80 *
	8/20-SUPER	09/18/20	01	AUG 2020 SUPER 8 HOTEL TAX	01-640-54-00-5481		992.69
					INVOICE TOTAL:		992.69 *
					CHECK TOTAL:		3,687.46
533434	ALLNUISA	ALL NUISANCE TRAPPING CO.					
	2471	09/24/20	01	ON SITE BAT INSPECTION	79-795-54-00-5495		215.00
					INVOICE TOTAL:		215.00 *
					CHECK TOTAL:		215.00
533435	AMPERAGE	AMPERAGE ELECTRICAL SUPPLY INC					
	1096706-IN	09/30/20	01	STRESSCRETE	23-230-60-00-6036		67,048.83
					INVOICE TOTAL:		67,048.83 *
	1097320-IN	08/31/20	01	COPPER WIRE	23-230-60-00-6036		5,000.00
					INVOICE TOTAL:		5,000.00 *
	1101863-IN	09/11/20	01	TORK STARTER	23-230-56-00-5642		133.11
					INVOICE TOTAL:		133.11 *
	1101871-IN	09/11/20	01	PHOTOCELL	23-230-56-00-5642		18.40
					INVOICE TOTAL:		18.40 *
					CHECK TOTAL:		72,200.34

01-110 ADMINISTRATION  
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95-XXX ESCROW DEPOSIT

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533436	ATLAS	ATLAS BOBCAT					
	Q02299	08/31/20	01	SKID BASKET	01-410-56-00-5628		1,828.00
					INVOICE TOTAL:		1,828.00 *
					CHECK TOTAL:		1,828.00
533437	ATTINTER	AT&T					
	7644417500	09/10/20	01	9/10-10/09 ROUTER	01-110-54-00-5440		471.16
					INVOICE TOTAL:		471.16 *
					CHECK TOTAL:		471.16
533438	BATTERY S	BATTERY SERVICE CORPORATION					
	0066743	09/18/20	01	BATTERIES	01-410-56-00-5628		184.90
					INVOICE TOTAL:		184.90 *
					CHECK TOTAL:		184.90
533439	BFCONSTR	B&F CONSTRUCTION CODE SERVICES					
	13348	09/10/20	01	AUG 2020 INSPECTIONS	01-220-54-00-5459		1,440.00
					INVOICE TOTAL:		1,440.00 *
					CHECK TOTAL:		1,440.00
533440	BOOMBAH	BOOMBAH					
	073120-STREBATE	09/17/20	01	MAY-JUL 2020 SALES TAX REBATE	01-640-54-00-5492		1,018.98
					INVOICE TOTAL:		1,018.98 *
					CHECK TOTAL:		1,018.98
533441	BOULEA	ANTHONY BOULE					

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533441	BOULEA	ANTHONY BOULE					
	AUG 15-AUG 22	09/17/20	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		140.00
533442	BRONZEME	BRONZE MEMORIAL CO.					
	705686	09/19/20	01	2 NAMEPLATES	79-790-56-00-5620		335.48
					INVOICE TOTAL:		335.48 *
					CHECK TOTAL:		335.48
D001794	BROWND	DAVID BROWN					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533443	BULLINGJ	JOSLYN T. BULLINGTON					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
533444	CALLONE	UNITED COMMUNICATION SYSTEMS					
	320453	09/15/20	01	9/15-10/14 ADMIN LINES	01-110-54-00-5440		514.72
			02	9/15-10/14 CITY HALL NORTEL	01-110-54-00-5440		188.04

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533444	CALLONE	UNITED COMMUNICATION SYSTEMS					
	320453	09/15/20	03	9/15-10/14 CITY HALL NORTEL	01-210-54-00-5440		188.04
			04	9/15-10/14 CITY HALL NORTEL	51-510-54-00-5440		188.04
			05	9/15-10/14 PD LINES	01-210-54-00-5440		499.30
			06	9/15-10/14 CITY HALL FIRE	01-210-54-00-5440		724.83
			07	9/15-10/14 CITY HALL FIRE	01-110-54-00-5440		724.83
			08	9/15-10/14 PW LINES	51-510-54-00-5440		2,286.86
			09	9/15-10/14 SEWER DEPT LINES	52-520-54-00-5440		592.71
			10	9/15-10/14 TRAFFIC SIGNAL	01-410-54-00-5435		56.34
			11	MAINTENANCE	** COMMENT **		
			12	9/15-10/14 PARKS LINES	79-790-54-00-5440		77.52
			13	9/15-10/14 RECREATION LINES	79-795-54-00-5440		343.32
				INVOICE TOTAL:			6,384.55 *
				CHECK TOTAL:			6,384.55
533445	CHLORINA	CHLORINATING LTD, INC					
	820235	08/27/20	01	WATERMAIN DISINFECTING	51-510-54-00-5462		1,225.20
				INVOICE TOTAL:			1,225.20 *
				CHECK TOTAL:			1,225.20
533446	CIVICPLS	CIVIC PLUS					
	204155	09/29/20	01	WEBSITE ANNUAL FEE FOR HOSTING	01-640-54-00-5450		8,326.11
			02	AND SUPPORT	** COMMENT **		
				INVOICE TOTAL:			8,326.11 *
				CHECK TOTAL:			8,326.11
533447	CNASURET	CNA SURETY					
	15213866N-121320	09/18/20	01	NOTARY PUBLIC RENEWAL	01-110-54-00-5462		30.00
				INVOICE TOTAL:			30.00 *
				CHECK TOTAL:			30.00

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D001795	CONARDR	RYAN CONARD					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533448	COREMAIN	CORE & MAIN LP					
	M914859	08/28/20	01	BACKFLOWS	51-510-56-00-5664		555.36
					INVOICE TOTAL:		555.36 *
	M933471	09/11/20	01	METERS, WIRE, BACKFLOWS	51-510-56-00-5664		3,874.00
					INVOICE TOTAL:		3,874.00 *
	M941631	09/02/20	01	METERS	51-510-56-00-5664		2,220.63
					INVOICE TOTAL:		2,220.63 *
	M970620	09/09/20	01	BACKFLOWS	51-510-56-00-5664		1,330.14
					INVOICE TOTAL:		1,330.14 *
	M970845	09/09/20	01	REPROGRAM METER	51-510-56-00-5664		899.83
					INVOICE TOTAL:		899.83 *
	M994731	09/14/20	01	METERS	51-510-56-00-5664		10,530.00
					INVOICE TOTAL:		10,530.00 *
					CHECK TOTAL:		19,409.96
533449	COXLAND	COX LANDSCAPING LLC					
	2908	09/21/20	01	LABOR TO CUT DOWN DEAD TREES,	11-111-54-00-5495		14,325.00
			02	USE OF WOOD CHIPPER & TRUCK,	** COMMENT **		
			03	STUMP REMOVAL, DIRT FOR	** COMMENT **		
			04	STUMPS, GRASS SEED & STRAW	** COMMENT **		

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533449	COXLAND	COX LANDSCAPING LLC					
	2908	09/21/20	05	BLANKETS IN FOX HILL	** COMMENT **		
					INVOICE TOTAL:		14,325.00 *
					CHECK TOTAL:		14,325.00
533450	CROWNTRO	CROWN TROPHY					
	17010	09/16/20	01	MENS SOFTBALL TROPHIES	79-795-56-00-5606		233.70
					INVOICE TOTAL:		233.70 *
					CHECK TOTAL:		233.70
533451	DELAGE	DLL FINANCIAL SERVICES INC					
	69556816	09/17/20	01	NOV 2020 COPIER LEASE	01-110-54-00-5485		113.46
			02	NOV 2020 COPIER LEASE	01-120-54-00-5485		75.64
			03	NOV 2020 COPIER LEASE	79-795-54-00-5485		94.55
			04	NOV 2020 COPIER LEASE	79-790-54-00-5485		94.55
			05	NOV 2020 COPIER LEASE	52-520-54-00-5485		44.67
			06	NOV 2020 COPIER LEASE	51-510-54-00-5485		44.67
			07	NOV 2020 COPIER LEASE	01-410-54-00-5485		44.67
			08	NOV 2020 COPIER LEASE	01-220-54-00-5485		189.10
			09	NOV 2020 COPIER LEASE	01-210-54-00-5485		299.09
					INVOICE TOTAL:		1,000.40 *
	69556843	09/17/20	01	NOV 2020 MANAGED PRINT	01-110-54-00-5485		112.33
			02	SERVICE FEE	** COMMENT **		
			03	NOV 2020 MANAGED PRINT	01-120-54-00-5485		37.44
			04	SERVICE FEE	** COMMENT **		
			05	NOV 2020 MANAGED PRINT	01-210-54-00-5485		112.33
			06	SERVICE FEE	** COMMENT **		
			07	NOV 2020 MANAGED PRINT	51-510-54-00-5485		50.18
			08	SERVICE FEE	** COMMENT **		
			09	NOV 2020 MANAGED PRINT	52-520-54-00-5485		12.36

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533451	DELAGE	DLL FINANCIAL SERVICES INC					
	69556843	09/17/20	10	SERVICE FEE	** COMMENT **		
			11	NOV 2020 MANAGED PRINT	01-410-54-00-5485		12.36
			12	SERVICE FEE	** COMMENT **		
					INVOICE TOTAL:		337.00 *
					CHECK TOTAL:		1,337.40
D001796	DHUSEE	DHUSE, ERIC					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	51-510-54-00-5440		15.00
			02	REIMBURSEMENT	** COMMENT **		
			03	SEPT 2020 MOBILE EMAIL	52-520-54-00-5440		15.00
			04	REIMBURSEMENT	** COMMENT **		
			05	SEPT 2020 MOBILE EMAIL	01-410-54-00-5440		15.00
			06	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533452	DIRENRGY	DIRECT ENERGY BUSINESS					
	1704711-202580043303	09/14/20	01	8/11-9/10 KENNEDY RD	23-216-54-00-5482		183.28
					INVOICE TOTAL:		183.28 *
	1704717-202580043303	09/14/20	01	8/11-9/09 RT47 & ROSENWINKLE	23-216-54-00-5482		4.97
					INVOICE TOTAL:		4.97 *
	1704718-202550043283	09/11/20	01	8/07-9/08 RT34 & CANNONBALL	23-216-54-00-5482		16.79
					INVOICE TOTAL:		16.79 *
					CHECK TOTAL:		205.04
D001797	DLK	DLK, LLC					
	216	09/29/20	01	SEPT 2020 ECONOMIC DEVELOPMENT	01-640-54-00-5486		9,425.00

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D001797	DLK	DLK, LLC					
	216	09/29/20	02	HOURS	** COMMENT **		
					INVOICE TOTAL:		9,425.00 *
	222	09/29/20	01	JUL-SEPT 2020 ECONOMIC	01-640-54-00-5486		17,400.00
			02	DEVELOPMENT BANKED HOURS	** COMMENT **		
					INVOICE TOTAL:		17,400.00 *
					DIRECT DEPOSIT TOTAL:		26,825.00
533453	DYNEGY	DYNEGY ENERGY SERVICES					
	386643520091	09/28/20	01	7/28-8/25 420 FAIRHAVEN	52-520-54-00-5480		94.19
			02	7/29-8/26 6780 RT47	51-510-54-00-5480		49.41
			03	8/25-9/23 456 KENNEDY RD	51-510-54-00-5480		37.63
			04	8/11-9/09 BRIDGE ST TANK	51-510-54-00-5480		31.23
			05	8/24-9/22 PRAIRIE LIFT	52-520-54-00-5480		80.46
			06	8/25-9/23 301 E HYDRAULIC	79-795-54-00-5480		46.42
			07	7/30-8/27 FOXHILL LIFT	52-520-54-00-5480		58.23
			08	8/24-9/22 872 PRAIRIE CROSSING	79-795-54-00-5480		55.44
			09	8/11-9/09 GALENA RD PARK	79-795-54-00-5480		61.03
			10	7/28-8/25 101 BRUELL ST	52-520-54-00-5480		256.23
			11	8/24-9/22 1908 RAINTREE	51-510-54-00-5480		313.57
			12	8/25-9/23 PRESTWICK LIFT	52-520-54-00-5480		96.03
			13	8/25-9/23 1991 CANNONBALL TR	51-510-54-00-5480		158.28
			14	7/28-8/25 610 TOWER LN	51-510-54-00-5480		122.48
			15	8/25-9/23 275 WINDHAM LIFT	52-520-54-00-5480		139.37
			16	8/25-9/23 275 133 E HYDRAULIC	79-795-54-00-5480		49.30
			17	7/28-8/25 1975 BRIDGE LIFT	52-520-54-00-5480		210.35
					INVOICE TOTAL:		1,859.65 *
					CHECK TOTAL:		1,859.65
533454	EEI	ENGINEERING ENTERPRISES, INC.					
	69855	09/25/20	01	NORTH RT. 47 IMPROVEMENTS	01-640-54-00-5465		547.00
					INVOICE TOTAL:		547.00 *

01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-540 HEALTH & SANITATION  
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA  
12-112 SUNFLOWER ESTATES  
15-155 MOTOR FUEL TAX(MFT)  
23-216 MUNICIPAL BUILDING  
23-230 CITY-WIDE CAPITAL  
25-205 POLICE CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL  
42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
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533454	EEI	ENGINEERING ENTERPRISES, INC.					
	69856	09/25/20	01	RT. 71 IMPROVEMENTS	01-640-54-00-5465		208.00
					INVOICE TOTAL:		208.00 *
	69857	09/25/20	01	UTILITY PERMIT REVIEWS	01-640-54-00-5465		220.50
					INVOICE TOTAL:		220.50 *
	69858	09/25/20	01	KENDALLWOOD ESTATES PUNCHLIST	88-880-60-00-6000		979.00
					INVOICE TOTAL:		979.00 *
	69859	09/25/20	01	GRANDE RESERVE AVANTI	01-640-54-00-5465		416.00
					INVOICE TOTAL:		416.00 *
	69860	09/25/20	01	PRESTWICK	01-640-54-00-5465		2,157.00
					INVOICE TOTAL:		2,157.00 *
	69861	09/25/20	01	METRONET	90-132-00-00-0111		76.50
					INVOICE TOTAL:		76.50 *
	69862	09/25/20	01	BLACKBERRY WOODS - PHASE B	01-640-54-00-5465		559.00
					INVOICE TOTAL:		559.00 *
	69863	09/25/20	01	CEDARHURST LIVING SITE IMPROVE	90-101-00-00-0111		240.75
					INVOICE TOTAL:		240.75 *
	69864	09/25/20	01	SUB-REGIONAL WATER	51-510-54-00-5465		988.00
			02	COORDINATION	** COMMENT **		
					INVOICE TOTAL:		988.00 *
	69865	09/25/20	01	GRANDE RESERVE - UNIT 23	01-640-54-00-5465		6,083.25
					INVOICE TOTAL:		6,083.25 *
	69866	09/25/20	01	HOLIDAY INN EXPRESS AND SUITE	90-108-00-00-0111		554.00
					INVOICE TOTAL:		554.00 *
	69867	09/25/20	01	GRANDE RESERVE - UNIT 1	01-640-54-00-5465		420.00
					INVOICE TOTAL:		420.00 *

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533454	EEI	ENGINEERING ENTERPRISES, INC.					
	69868	09/25/20	01	TIMBER GLENN SUBDIVISION	90-114-00-00-0111		208.00
					INVOICE TOTAL:		208.00 *
	69869	09/25/20	01	EAST ORANGE STREET WATER MAIN	51-510-60-00-6025		76.50
					INVOICE TOTAL:		76.50 *
	69870	09/25/20	01	STORM WATER BASIN INSPECTIONS	01-640-54-00-5465		319.00
					INVOICE TOTAL:		319.00 *
					CHECK TOTAL:		14,052.50
533455	EEI	ENGINEERING ENTERPRISES, INC.					
	69871	09/25/20	01	RAINTREE VILLAGE - LENNER	01-640-54-00-5465		2,631.00
					INVOICE TOTAL:		2,631.00 *
					CHECK TOTAL:		2,631.00
533456	EEI	ENGINEERING ENTERPRISES, INC.					
	69872	09/25/20	01	WELLS NO. 8 & 9 WATER	51-510-60-00-6081		1,508.00
			02	TREATMENT PLANT CATION	** COMMENT **		
			03	EXCHANGE MEDIA REPLACEMENT	** COMMENT **		
					INVOICE TOTAL:		1,508.00 *
	69873	09/25/20	01	2019 ROAD PROGRAM	23-230-60-00-6025		166.50
					INVOICE TOTAL:		166.50 *
	69874	09/25/20	01	CALEDONIA, PHASE 1	01-640-54-00-5465		300.00
					INVOICE TOTAL:		300.00 *
	69875	09/25/20	01	HEARTLAND CIRCLE, SUIT 1	01-640-54-00-5465		100.00
					INVOICE TOTAL:		100.00 *
	69876	09/25/20	01	BLACKBERRY WOODS, PHASE B	01-640-54-00-5465		100.00
					INVOICE TOTAL:		100.00 *

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533456	EEI	ENGINEERING ENTERPRISES, INC.					
	69877	09/25/20	01	KENDALL MARKETPLACE	01-640-54-00-5465		100.00
					INVOICE TOTAL:		100.00 *
	69878	09/25/20	01	GRANDE RESERVE UNIT 1	01-640-54-00-5465		200.00
					INVOICE TOTAL:		200.00 *
	69879	09/25/20	01	COUNTRY HILLS	01-640-54-00-5465		100.00
					INVOICE TOTAL:		100.00 *
	69880	09/25/20	01	PRESTWICK	01-640-54-00-5465		1,000.00
					INVOICE TOTAL:		1,000.00 *
	69881	09/25/20	01	GRANDE RESERVE UNIT 3	01-640-54-00-5465		400.00
					INVOICE TOTAL:		400.00 *
	69882	09/25/20	01	GAS-N-WASH - O'KEEFE	90-144-00-00-0111		338.25
					INVOICE TOTAL:		338.25 *
	69883	09/25/20	01	FY 2021 BUDGET	01-640-54-00-5465		208.00
					INVOICE TOTAL:		208.00 *
	69884	09/25/20	01	GRANDE RESERVE - UNITS 26 & 27	90-147-00-00-0111		1,649.25
					INVOICE TOTAL:		1,649.25 *
	69885	09/25/20	01	2020 ROAD PROGRAM	23-230-60-00-6025		1,002.00
					INVOICE TOTAL:		1,002.00 *
	69886	09/25/20	01	LOT 103 KENDALL MARKETPLACE	90-153-00-00-0111		791.50
					INVOICE TOTAL:		791.50 *
	69887	09/25/20	01	CITY OF YORKVILLE GENERAL 2020	01-640-54-00-5465		1,126.50
					INVOICE TOTAL:		1,126.50 *
	69888	09/25/20	01	MUNICIPAL ENGINEERING	01-640-54-00-5465		1,900.00

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533456	EEI	ENGINEERING ENTERPRISES, INC.					
	69888	09/25/20	02	SERVICES 2020	** COMMENT **		
					INVOICE TOTAL:		1,900.00 *
	69889	09/25/20	01	KENDALL MARKETPLACE LOT 52	90-154-00-00-0111		15,334.25
					INVOICE TOTAL:		15,334.25 *
	69890	09/25/20	01	POPEYES LOT 4 MENARDS COMMONS	90-156-00-00-0111		522.50
					INVOICE TOTAL:		522.50 *
	69891	09/25/20	01	2020 PAVEMENT STRIPING PROGRAM	01-640-54-00-5465		2,297.50
					INVOICE TOTAL:		2,297.50 *
	69892	09/25/20	01	RAINTREE VILLAGE UNIT 4	01-640-54-00-5465		400.00
					INVOICE TOTAL:		400.00 *
	69893	09/25/20	01	KENDALL MARKETPLACE LOT 104	90-158-00-00-0111		148.25
					INVOICE TOTAL:		148.25 *
	69894	09/25/20	01	RAINTREE VILLAGE UNIT 5	01-640-54-00-5465		500.00
					INVOICE TOTAL:		500.00 *
	69895	09/25/20	01	DCEO GRANT APPLICATIONS	01-640-54-00-5465		506.25
					INVOICE TOTAL:		506.25 *
	69896	09/25/20	01	CANNONBALL TRAIL SPEED STUDY	01-640-54-00-5465		2,745.00
					INVOICE TOTAL:		2,745.00 *
	69897	09/25/20	01	SOO GREEN	90-148-00-00-0111		156.00
					INVOICE TOTAL:		156.00 *
					CHECK TOTAL:		33,599.75
533457	EVANSR	RYAN EVANS					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		20.00
					INVOICE TOTAL:		20.00 *
					CHECK TOTAL:		20.00

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D001798	EVANST	TIM EVANS					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	SEPT 2020 MOBILE EMAIL	79-795-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				DIRECT DEPOSIT TOTAL:			45.00
533458	FARMFLEE	BLAIN'S FARM & FLEET					
	01955-M.SENG	09/19/20	01	PANTS	01-410-56-00-5600		67.48
				INVOICE TOTAL:			67.48 *
	9031-B.BEHRENS	09/11/20	01	HAT, SHIRT JEANS, GLOVES	01-410-56-00-5600		119.21
				INVOICE TOTAL:			119.21 *
	9193-D, SMITH	09/13/20	01	JEANS, PANTS	79-790-56-00-5600		60.74
				INVOICE TOTAL:			60.74 *
				CHECK TOTAL:			247.43
533459	FIRST	FIRST PLACE RENTAL					
	316169	09/01/20	01	DIESEL FUEL	23-230-60-00-6036		376.20
				INVOICE TOTAL:			376.20 *
				CHECK TOTAL:			376.20
533460	FIRSTNON	FIRST NONPROFIT UNEMPLOYEMENT					
	122719N-100120	10/01/20	01	4TH QTR 2020 UNEMPLOYMENT	INS 01-640-52-00-5230		4,269.46
			02	4TH QTR 2020 UNEMPLOYMENT	INS 01-640-52-00-5230		1,081.93
			03	4TH QTR 2020 UNEMPLOYMENT	INS 82-820-52-00-5230		332.90
			04	4TH QTR 2020 UNEMPLOYMENT	INS 51-510-52-00-5230		526.82

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533460	FIRSTNON	FIRST NONPROFIT UNEMPLOYMENT					
	122719N-100120	10/01/20	05	4TH QTR 2020 UNEMPLOYMENT	INS 52-520-52-00-5230		277.14
					INVOICE TOTAL:		6,488.25 *
					CHECK TOTAL:		6,488.25
533461	FLEEPRID	FLEETPRIDE					
	59054976	09/08/20	01	MUD FLAPS	01-410-56-00-5628		33.88
					INVOICE TOTAL:		33.88 *
					CHECK TOTAL:		33.88
533462	FORDG	GARY R FORD JR					
	082220	08/22/20	01	UMPIRE	79-795-54-00-5462		55.00
					INVOICE TOTAL:		55.00 *
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		215.00
					INVOICE TOTAL:		215.00 *
					CHECK TOTAL:		270.00
D001799	FREDRICR	ROB FREDRICKSON					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001800	GALAUNEJ	JAKE GALAUNER					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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D001801	GARCIAL	LUIS GARCIA					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533463	GLATFELT	GLATFELTER UNDERWRITING SRVS.					
	9399119-10	09/21/20	01	LIABILITY INS INSTALLMENT #10	01-640-52-00-5231		9,901.59
			02	LIABILITY INS INSTALLMENT #10	01-640-52-00-5231		1,940.88
			03	LIABILITY INS INSTALLMENT #10	51-510-52-00-5231		1,096.44
			04	LIABILITY INS INSTALLMENT #10	52-520-52-00-5231		531.40
			05	LIABILITY INS INSTALLMENT #10	82-820-52-00-5231		918.69
					INVOICE TOTAL:		14,389.00 *
					CHECK TOTAL:		14,389.00
533464	GOLINSKS	SAM GOLINSKI					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		200.00
					INVOICE TOTAL:		200.00 *
					CHECK TOTAL:		200.00
533465	GSLSPORT	BIG DAWG ATHLETICS LLC					
	20	09/04/20	01	MENS SOFTBALL SANCTIONING FEE	79-795-54-00-5462		260.00
					INVOICE TOTAL:		260.00 *
					CHECK TOTAL:		260.00
D001802	HARMANR	RHIANNON HARMON					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-795-54-00-5440		45.00

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D001802	HARMANR	RHIANNON HARMON					
	100120	10/01/20	02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533466	HAWKINS	HAWKINS INC					
	4783442	08/27/20	01	CHEMICALS	51-510-56-00-5638		1,057.00
					INVOICE TOTAL:		1,057.00 *
					CHECK TOTAL:		1,057.00
533467	HENNE	VERNE HENNE CONSTR. &					
	34367	09/23/20	01	LIGHT POLE REPAIRS AT VARIOUS	01-410-54-00-5462		3,042.82
			02	LOCATIONS THROUGHOUT CITY	** COMMENT **		
					INVOICE TOTAL:		3,042.82 *
					CHECK TOTAL:		3,042.82
D001803	HENNED	DURK HENNE					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001804	HERNANDA	ADAM HERNANDEZ					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110 ADMINISTRATION  
01-120 FINANCE  
01-210 POLICE  
01-220 COMMUNITY DEVELOPMENT  
01-410 STREET OPERATIONS  
01-540 HEALTH & SANITATION  
01-640 ADMINISTRATIVE SERVICES

11-111 FOX HILL SSA  
12-112 SUNFLOWER ESTATES  
15-155 MOTOR FUEL TAX(MFT)  
23-216 MUNICIPAL BUILDING  
23-230 CITY-WIDE CAPITAL  
25-205 POLICE CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL  
42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN TIF II  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

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533468	HERNANDN	NOAH HERNANDEZ					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		45.00
533469	HETTINGA	ANDREW HETTINGER					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		120.00
533470	HOMEDEPO	HOME DEPOT					
	10462	08/25/20	01	HORNET & WASP KILLER	01-410-56-00-5620		19.88
					INVOICE TOTAL:		19.88 *
					CHECK TOTAL:		19.88
D001805	HORNERR	RYAN HORNER					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001806	HOULEA	ANTHONY HOULE					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

01-110 ADMINISTRATION  
01-120 FINANCE  
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533471	ILTREASU	STATE OF ILLINOIS TREASURER					
	97	10/01/20	01	IL RT47 EXPANSION PYMT #97	15-155-60-00-6079		6,148.89
			02	IL RT47 EXPANSION PYMT #97	51-510-60-00-6079		3,780.98
			03	IL RT47 EXPANSION PYMT #97	52-520-60-00-6079		1,873.48
			04	IL RT47 EXPANSION PYMT #97	88-880-60-00-6079		624.01
				INVOICE TOTAL:			12,427.36 *
				CHECK TOTAL:			12,427.36
533472	IMPACT	IMPACT NETWORKING, LLC					
	1905937	09/25/20	01	COPY PAPER	01-110-56-00-5610		475.00
				INVOICE TOTAL:			475.00 *
				CHECK TOTAL:			475.00
533473	INLAND	INLAND CONTINENTAL PROPERTY					
	073120-STREBATE	09/17/20	01	MAY-JUL 2020 SALES TAX REBATE	01-640-54-00-5492		54,266.02
				INVOICE TOTAL:			54,266.02 *
				CHECK TOTAL:			54,266.02
533474	IPRF	ILLINOIS PUBLIC RISK FUND					
	62209	09/15/20	01	NOV 2020 WORKER COMP INS	01-640-52-00-5231		10,695.71
			02	NOV 2020 WORKER COMP INS-PR	01-640-52-00-5231		2,096.53
			03	NOV 2020 WORKER COMP INS	51-510-52-00-5231		1,184.37
			04	NOV 2020 WORKER COMP INS	52-520-52-00-5231		574.02
			05	NOV 2020 WORKER COMP INS	82-820-52-00-5231		992.37
				INVOICE TOTAL:			15,543.00 *
				CHECK TOTAL:			15,543.00
533475	IRVINGS	STEPHEN IRVING					

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533475	IRVINGS	STEPHEN IRVING					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		160.00
					INVOICE TOTAL:		160.00 *
					CHECK TOTAL:		160.00
533476	ITRON	ITRON					
	533985	10/01/19	01	FLAT RATE REPAIR	51-510-54-00-5462		1,495.00
					INVOICE TOTAL:		1,495.00 *
	567537	09/11/20	01	OCT 2020 HOSTING SERVICES	51-510-54-00-5462		624.39
					INVOICE TOTAL:		624.39 *
					CHECK TOTAL:		2,119.39
D001807	JACKSONJ	JAMIE JACKSON					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001808	JOHNGEOR	GEORGE JOHNSON					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	51-510-54-00-5440		22.50
			02	REIMBURSEMENT	** COMMENT **		
			03	SEPT 2020 MOBILE EMAIL	52-520-54-00-5440		22.50
			04	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533477	KCACP	KENDALL COUNTY ASSOCIATION OF					

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533477	KCACP	KENDALL COUNTY ASSOCIATION OF					
	702	09/24/20	01	MONTHLY MEETING FEE FOR 5	01-210-54-00-5412		80.00
			02	STAFF	** COMMENT **		
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00
533478	KETCHMAM	MATTHEW KETCHMARK					
	9/29/20	09/29/20	01	9/21-/9/22 CRASH	01-210-54-00-5415		28.00
			02	INVESTIGATION TRAINING MEAL	** COMMENT **		
			03	PER DIEM-KETCHMARK	** COMMENT **		
					INVOICE TOTAL:		28.00 *
					CHECK TOTAL:		28.00
D001809	KLEEFISG	GLENN KLEEFISCH					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533479	KWIATKOJ	JOSEPH KWIATKOWSKI					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		110.00
					INVOICE TOTAL:		110.00 *
					CHECK TOTAL:		110.00
533480	LOHERG	GAVIN DANIEL LOHER					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		80.00
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00

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533481	MCCURDYK	KYLE DEAN MCCURDY					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		105.00
					INVOICE TOTAL:		105.00 *
					CHECK TOTAL:		105.00
533482	MENINC	MENARDS INC					
	073120-STREBATE	09/17/20	01	MAY-JUL 2020 SALES TAX REBATE	01-640-54-00-5492		86,192.98
					INVOICE TOTAL:		86,192.98 *
					CHECK TOTAL:		86,192.98
533483	MENLAND	MENARDS - YORKVILLE					
	93092	08/24/20	01	WASP & HORNET SPRAY	23-216-56-00-5656		4.97
					INVOICE TOTAL:		4.97 *
	93105	08/24/20	01	SCRAPER, BLADES	01-410-56-00-5630		9.10
					INVOICE TOTAL:		9.10 *
	93110	08/24/20	01	SPLITBOLTS	23-230-56-00-5642		9.45
					INVOICE TOTAL:		9.45 *
	93460-20	08/28/20	01	DUSTER, ANTIFREEZE	52-520-56-00-5620		25.47
					INVOICE TOTAL:		25.47 *
	93819	09/01/20	01	DISINFECTANT SPRAY	79-795-56-00-5606 COVID-19		167.76
					INVOICE TOTAL:		167.76 *
	93859	09/02/20	01	HAND SANITIZER	79-795-56-00-5606 COVID-19		69.90
					INVOICE TOTAL:		69.90 *
					CHECK TOTAL:		286.65
533484	MENLAND	MENARDS - YORKVILLE					

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533484	MENLAND	MENARDS - YORKVILLE					
	93954	09/03/20	01	SCREW, NUTS, BOLTS, WASHERS,	79-790-56-00-5640		1,238.31
			02	LUMBER	** COMMENT **		
					INVOICE TOTAL:		1,238.31 *
					CHECK TOTAL:		1,238.31
533485	MENLAND	MENARDS - YORKVILLE					
	93955	09/03/20	01	BOARDS	79-790-56-00-5640		389.40
					INVOICE TOTAL:		389.40 *
	93962	09/03/20	01	NUT, BOLT, WASHER	79-790-56-00-5640		6.79
					INVOICE TOTAL:		6.79 *
	94013-20	09/04/20	01	3M TAPE	79-790-56-00-5640		11.96
					INVOICE TOTAL:		11.96 *
	94014	09/04/20	01	GORILLA PATCH, PINESOL,	51-510-56-00-5638		43.57
			02	SQUEEGEE	** COMMENT **		
					INVOICE TOTAL:		43.57 *
	94016	09/04/20	01	LUMBER	79-790-56-00-5640		24.76
					INVOICE TOTAL:		24.76 *
	94039	09/04/20	01	CONTRACTOR BAGS, KNIFE	79-790-56-00-5620		359.69
					INVOICE TOTAL:		359.69 *
	94050	09/04/20	01	BOARDS	23-230-56-00-5637		232.32
					INVOICE TOTAL:		232.32 *
	94348	09/08/20	01	BULBS	01-210-56-00-5620		16.68
					INVOICE TOTAL:		16.68 *
	94362	09/08/20	01	ANGLE GRINDER	01-410-56-00-5630		99.99

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533485	MENLAND	MENARDS - YORKVILLE					
	94362	09/08/20	02	NUMBER KIT	01-410-56-00-5620		2.49
			03	BULBS	23-216-56-00-5656		67.40
					INVOICE TOTAL:		169.88 *
	94382-20	09/08/20	01	WINDSHIELD WIPERS	01-210-54-00-5495		21.98
					INVOICE TOTAL:		21.98 *
	94432	09/09/20	01	BLADES	79-790-56-00-5630		55.82
					INVOICE TOTAL:		55.82 *
	94461	09/09/20	01	TRIM BRUSH, BATTERIES, PAINT,	51-510-56-00-5638		66.32
			02	TAPE	** COMMENT **		
					INVOICE TOTAL:		66.32 *
	94529	09/10/20	01	ADDITIVE COARS, PAINT	51-510-56-00-5638		32.95
					INVOICE TOTAL:		32.95 *
	94532	09/10/20	01	FLARE PLUG, PIPE FITTING BRUSH	79-790-56-00-5620		8.47
					INVOICE TOTAL:		8.47 *
	94630	09/11/20	01	BATTERIES	79-790-56-00-5640		24.28
					INVOICE TOTAL:		24.28 *
	94868	09/14/20	01	CHAIN LUBE, THREADLOCKER	79-790-56-00-5640		18.93
					INVOICE TOTAL:		18.93 *
	94960	09/15/20	01	TARP	01-410-56-00-5620		3.98
					INVOICE TOTAL:		3.98 *
	95072	09/16/20	01	SHEETING, LUMBER	79-790-56-00-5620		244.36
					INVOICE TOTAL:		244.36 *
	95162	09/17/20	01	BATTERY, FEBREEZE	79-790-56-00-5640		57.57
					INVOICE TOTAL:		57.57 *

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533485	MENLAND	MENARDS - YORKVILLE					
	95241	09/18/20	01	RAID	52-520-56-00-5620		14.80
					INVOICE TOTAL:		14.80 *
	95496	09/21/20	01	FLUSHMATE CARTRIDGE	51-510-56-00-5638		25.99
			02	PLIERS	51-510-56-00-5630		4.99
					INVOICE TOTAL:		30.98 *
	95684	09/23/20	01	NAILS	23-230-56-00-5637		44.89
					INVOICE TOTAL:		44.89 *
					CHECK TOTAL:		1,880.38
533486	METIND	METROPOLITAN INDUSTRIES, INC.					
	INV020700	09/04/20	01	RESET & TESTED PRESTWICK PUMP	52-520-54-00-5444		700.00
					INVOICE TOTAL:		700.00 *
	INV020891	09/15/20	01	BLACKBERRY CREEK LIFT STATION	52-520-54-00-5444		45.00
			02	METRO CLOUD DATA SERVICE FEE	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					CHECK TOTAL:		745.00
533487	METLIFE	METLIFE SMALL BUSINESS CENTER					
	091620	09/16/20	01	OCT 2020 DENTAL INS	01-110-52-00-5223		590.77
			02	OCT 2020 DENTAL INS	01-120-52-00-5223		383.67
			03	OCT 2020 DENTAL INS	01-210-52-00-5223		3,017.85
			04	OCT 2020 DENTAL INS	01-220-52-00-5223		542.10
			05	OCT 2020 DENTAL INS	01-410-52-00-5223		610.23
			06	OCT 2020 DENTAL INS	01-640-52-00-5241		1,174.92
			07	OCT 2020 DENTAL INS	79-790-52-00-5223		809.03
			08	OCT 2020 DENTAL INS	79-795-52-00-5223		525.67
			09	OCT 2020 DENTAL INS	51-510-52-00-5223		606.48

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533487	METLIFE	METLIFE SMALL BUSINESS CENTER					
	091620	09/16/20	10	OCT 2020 DENTAL INS	52-520-52-00-5223		418.39
			11	OCT 2020 DENTAL INS	82-820-52-00-5223		526.83
					INVOICE TOTAL:		9,205.94 *
					CHECK TOTAL:		9,205.94
533488	MIDAM	MID AMERICAN WATER					
	179226A	08/27/20	01	VALVE BOX	51-510-56-00-5640		195.00
					INVOICE TOTAL:		195.00 *
	179250A	08/27/20	01	VALVE BOXES	51-510-56-00-5640		390.00
					INVOICE TOTAL:		390.00 *
					CHECK TOTAL:		585.00
533489	MIDWSALT	MIDWEST SALT					
	P452995	09/11/20	01	BULK ROCK SALT	51-510-56-00-5638		2,470.44
					INVOICE TOTAL:		2,470.44 *
	P452996	09/11/20	01	BULK ROCK SALT	51-510-56-00-5638		2,471.63
					INVOICE TOTAL:		2,471.63 *
	P453109	09/23/20	01	BULK ROCK SALT	51-510-56-00-5638		2,690.59
					INVOICE TOTAL:		2,690.59 *
					CHECK TOTAL:		7,632.66
533490	MODAFFJ	JACK MODAFF					
	082020	08/20/20	01	UMPIRE	79-795-54-00-5462		60.00
					INVOICE TOTAL:		60.00 *
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		120.00
					INVOICE TOTAL:		120.00 *
					CHECK TOTAL:		180.00

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533491	MORRICKB	BRUCE MORRICK					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		60.00
					INVOICE TOTAL:		60.00 *
					CHECK TOTAL:		60.00
533492	MUNCOLLE	MUNICIPAL COLLECTION SERVICES					
	017567	08/31/20	01	COMMISSION ON COLLECTIONS	01-210-54-00-5467		69.68
					INVOICE TOTAL:		69.68 *
					CHECK TOTAL:		69.68
533493	NARVICK	NARVICK BROS. LUMBER CO, INC					
	67749	08/28/20	01	4,000 PSI	23-230-56-00-5637		690.00
					INVOICE TOTAL:		690.00 *
	67956	09/10/20	01	4,000 PSI	23-230-56-00-5637		1,121.00
					INVOICE TOTAL:		1,121.00 *
					CHECK TOTAL:		1,811.00
D001810	NELCONT	TYLER NELSON					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533494	NICOR	NICOR GAS					
	16-00-27-3553 4-0820	09/11/20	01	8/11-9/11 1301 CAROLYN CT	01-110-54-00-5480		39.89
					INVOICE TOTAL:		39.89 *

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533494	NICOR	NICOR GAS					
	31-61-67-2493	1-0820	09/10/20	01 8/10-9/08 276 WINDHAM CR	01-110-54-00-5480		40.36
					INVOICE TOTAL:		40.36 *
	40-52-64-8356	1-0820	09/08/20	01 8/05-9/03 102 E VAN EMMON	01-110-54-00-5480		120.75
					INVOICE TOTAL:		120.75 *
	45-12-25-4081	3-0820	09/11/20	01 8/10-9/08 201 W HYDRAULIC	01-110-54-00-5480		44.46
					INVOICE TOTAL:		44.46 *
	46-69-47-6727	1-0820	09/08/20	01 8/07-9/06 1975 BRIDGE	01-110-54-00-5480		120.79
					INVOICE TOTAL:		120.79 *
	62-37-86-4779	6-0820	09/08/20	01 8/07-9/06 185 WOLF ST	01-110-54-00-5480		19.34
					INVOICE TOTAL:		19.34 *
	66-70-44-6942	9-0820	09/08/20	01 8/07-9/06 1908 RAINTREE	01-110-54-00-5480		123.24
					INVOICE TOTAL:		123.24 *
	80-56-05-1157	0-0820	09/08/20	01 8/07-9/06 2512 ROSEMONT	01-110-54-00-5480		43.29
					INVOICE TOTAL:		43.29 *
					CHECK TOTAL:		552.12
533495	OLEARYC	CYNTHIA O'LEARY					
	BB/SB YORKVILLE IN H	08/04/20	01	SUMMER YOUTH	79-795-54-00-5462		830.00
			02	BASEBALL/SOFTBALL ASSIGNER FEE	** COMMENT **		
					INVOICE TOTAL:		830.00 *
	REC UMPIRE RENEWAL	09/04/20	01	YOUTH BASEBALL/SOFTBALL UMPIRE	79-795-54-00-5462		253.00
			02	FEES	** COMMENT **		
					INVOICE TOTAL:		253.00 *
	YORKVILLE REC FALL 2	09/03/20	01	SUNDAY LAEGUE UMPRIE ASSIGNER	79-795-54-00-5462		360.00

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533495	OLEARYC	CYNTHIA O'LEARY					
	YORKVILLE REC FALL 2	09/03/20	02	FEE	** COMMENT **		
					INVOICE TOTAL:		360.00 *
					CHECK TOTAL:		1,443.00
533496	OMALLEY	O'MALLEY WELDING & FABRICATING					
	19481	09/10/20	01	SHEARING PLATE	01-410-56-00-5640		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
533497	PEARSONS	STEVE PEARSON					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					CHECK TOTAL:		100.00
D001811	PIAZZA	AMY SIMMONS					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-120-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533498	PITSTOP	PIT STOP					
	PS334897	08/27/20	01	7/31-8/27 TOWN SQUARE	79-795-56-00-5620		182.00
			02	PORT-O-LET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		182.00 *
	PS334898	08/27/20	01	7/31-8/27 RIVERFRONT PARK	79-795-56-00-5620		262.00

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533498	PITSTOP	PIT STOP					
	PS334898	08/27/20	02	PORT-O-LET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		262.00 *
	PS334899	08/27/20	01	8/24-8/27 GREEN PARK	79-795-56-00-5620		11.43
			02	POST-O-LET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		11.43 *
	PS334900	08/27/20	01	8/26-8/27 BRISTOL BAY PARK	79-795-56-00-5620		5.71
			02	POT-O-LET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		5.71 *
	PS334901	08/27/20	01	7/31-8/27 RIEMENSCHIEDER PARK	79-795-56-00-5620		127.71
			02	PORT-O-LET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		127.71 *
	PS334902	08/27/20	01	7/31-8/27 428 BRISTOL BAY	79-795-56-00-5620		654.00
			02	PORT-O-LET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		654.00 *
	PS334903	08/27/20	01	7/31-8/27 210 S BRIDGE	79-795-56-00-5620		800.00
			02	PORT-O-LET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		800.00 *
	PS334904	08/27/20	01	7/31-8/27 129 E HYDRAULIC	79-795-56-00-5620		600.00
			02	PORT-O-LET UPKEEP	** COMMENT **		
					INVOICE TOTAL:		600.00 *
					CHECK TOTAL:		2,642.85
533499	PRINTSRC	LAMBERT PRINT SOURCE, LLC					
	1847	09/11/20	01	SAFTEY PRACTICE & PROCEDURE	79-795-56-00-5606		80.00
			02	YARD SIGNS	** COMMENT **		
					INVOICE TOTAL:		80.00 *
					CHECK TOTAL:		80.00

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533500	PROSPAN	PROSPAN MANUFACTURING CO. INC					
	2020-01051	09/09/20	01	ALUMINUM SHIELD, SPREADER	51-510-56-00-5620		5,000.00
			02	BARS, BACKHOE LOWERING SLING	** COMMENT **		
			03	ALUMINUM SHIELD, SPREADER	52-520-56-00-5620		1,736.50
			04	BARS, BACKHOE LOWERING SLING	** COMMENT **		
				INVOICE TOTAL:			6,736.50 *
				CHECK TOTAL:			6,736.50
533501	PUERAM	MICHAEL PUERA					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		160.00
				INVOICE TOTAL:			160.00 *
				CHECK TOTAL:			160.00
533502	PURCELLJ	JOHN PURCELL					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
				INVOICE TOTAL:			45.00 *
				CHECK TOTAL:			45.00
533503	R0000474	NEIL BORNEMAN					
	91420	09/14/20	01	REFUND OF LIBRARY & CITY	01-640-54-00-5491		1,287.42
			02	PORTION OF TAXES PER ORDINANCE	** COMMENT **		
			03	2006-105	** COMMENT **		
				INVOICE TOTAL:			1,287.42 *
				CHECK TOTAL:			1,287.42
533504	R0001975	RYAN HOMES					
	2805 GAINS CT	06/19/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
				INVOICE TOTAL:			5,000.00 *

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533504	R0001975	RYAN HOMES					
	4408 E MILLBROOK	06/19/20	01	SECURITY GUARANTEE REFUND	01-000-24-00-2415		5,000.00
					INVOICE TOTAL:		5,000.00 *
					CHECK TOTAL:		10,000.00
533505	R0002208	HARI DEVELOPMENT YORKVILLE LLC					
	073120-STREBATE	09/17/20	01	MAY-JUL 2020 SALES TAX REBATE	01-640-54-00-5492		1,104.85
					INVOICE TOTAL:		1,104.85 *
					CHECK TOTAL:		1,104.85
533506	R0002296	KCJ RESTORATION					
	2020 P-Tax	09/30/20	01	INCREMENTAL 2020 P-TAX REBATE	89-890-54-00-5425		978.92
					INVOICE TOTAL:		978.92 *
					CHECK TOTAL:		978.92
533507	R0002403	GANDHI SCHLOTE					
	181776	09/15/20	01	FALL SOCCER REFUND	79-000-44-00-4404		85.00
					INVOICE TOTAL:		85.00 *
					CHECK TOTAL:		85.00
533508	R0002404	MARGENE WESTLUND					
	091820	09/18/20	01	REFUND OVERPAYMENT ON UB	01-000-13-00-1371		202.14
			02	ACCT#0300404540-01	** COMMENT **		
					INVOICE TOTAL:		202.14 *
					CHECK TOTAL:		202.14
533509	R0002405	JESSE HOWARD					

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533509	R0002405	JESSE HOWARD					
	091820	09/18/20	01	REFUND OVERPAYMENT ON UB	01-000-13-00-1371		435.33
			02	ACCT #0104511480-00	** COMMENT **		
					INVOICE TOTAL:		435.33 *
					CHECK TOTAL:		435.33
533510	R0002406	ROBERT TAYLOR					
	091720	09/17/20	01	REFUND OVERPAYMENT ON UB	01-000-13-00-1371		295.20
			02	ACCT# 010902830-06 & 07	** COMMENT **		
					INVOICE TOTAL:		295.20 *
					CHECK TOTAL:		295.20
533511	R0002407	DAVID A POLLOCK					
	2020-1219	09/28/20	01	PUBLIC HEARING SIGN REFUND	01-000-42-00-4210		50.00
					INVOICE TOTAL:		50.00 *
					CHECK TOTAL:		50.00
533512	RANGEG	GAGE RANGE					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		40.00
					INVOICE TOTAL:		40.00 *
					CHECK TOTAL:		40.00
D001812	RATOSP	PETE RATOS					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-220-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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01-640 ADMINISTRATIVE SERVICES

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15-155 MOTOR FUEL TAX(MFT)  
23-216 MUNICIPAL BUILDING  
23-230 CITY-WIDE CAPITAL  
25-205 POLICE CAPITAL  
25-215 PUBLIC WORKS CAPITAL

25-225 PARKS & REC CAPITAL  
42-420 DEBT SERVICE  
51-510 WATER OPERATIONS  
52-520 SEWER OPERATIONS  
72-720 LAND CASH  
79-790 PARKS DEPARTMENT  
79-795 RECREATION DEPARTMENT

82-820 LIBRARY OPERATIONS  
84-840 LIBRARY CAPITAL  
87-870 COUNTRYSIDE TIF  
88-880 DOWNTOWN TIF  
89-890 DOWNTOWN TIF II  
90-XXX DEVELOPER ESCROW  
95-XXX ESCROW DEPOSIT

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D001813	REDMONST	STEVE REDMON					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533513	RIETZR	ROBERT L. RIETZ JR.					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		260.00
					INVOICE TOTAL:		260.00 *
					CHECK TOTAL:		260.00
D001814	ROSBOROS	SHAY REMUS					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-795-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001815	RUNYONM	MARK RUNYON					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		100.00
					INVOICE TOTAL:		100.00 *
					DIRECT DEPOSIT TOTAL:		100.00
533514	RUSSPOWE	RUSSO HARDWARE INC.					
	SPI10279042	06/09/20	01	PULLEY	79-790-56-00-5640		28.38
					INVOICE TOTAL:		28.38 *
					CHECK TOTAL:		28.38

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D001816	SCODROP	PETER SCODRO					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	51-510-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533515	SCOTSOCC	SCOT THOMAS ANDERSON					
	2201	09/11/20	01	SOCCER TRAINING CAMP	79-795-54-00-5462		416.50
			02	INSTRUCTION	** COMMENT **		
					INVOICE TOTAL:		416.50 *
					CHECK TOTAL:		416.50
533516	SCOTTT	THOMAS R SCOTT					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		20.00
					INVOICE TOTAL:		20.00 *
					CHECK TOTAL:		20.00
D001817	SCOTTTR	TREVOR SCOTT					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533517	SEBIS	SEBIS DIRECT					
	30655	09/15/20	01	AUG 2020 UTILITY BILLING	01-120-54-00-5430		365.00
			02	AUG 2020 UTILITY BILLING	51-510-54-00-5430		489.05
			03	AUG 2020 UTILITY BILLING	52-520-54-00-5430		228.12

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533517	SEBIS	SEBIS DIRECT					
	30655	09/15/20	04	AUG 2020 UTILITY BILLING	79-795-54-00-5426		260.42
					INVOICE TOTAL:		1,342.59 *
					CHECK TOTAL:		1,342.59
D001818	SENGM	MATT SENG					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533518	SIMPLEX	JOHNSON CONTROLS					
	41404532	08/28/20	01	REPLACED FIRE ALARM AT CITY	23-216-54-00-5446		6,179.00
			02	HALL	** COMMENT **		
					INVOICE TOTAL:		6,179.00 *
					CHECK TOTAL:		6,179.00
D001819	SLEEZERJ	JOHN SLEEZER					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001820	SLEEZERS	SCOTT SLEEZER					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00

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D001821	SMITHD	DOUG SMITH					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	79-790-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001822	SOELKET	TOM SOELKE					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
D001823	STEFFANG	GEORGE A STEFFENS					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	52-520-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533519	TAGGARTN	NATHANIEL TAGGART					
	AUG 19	09/21/20	01	UMPIRE	79-795-54-00-5462		35.00
					INVOICE TOTAL:		35.00 *
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		145.00
					INVOICE TOTAL:		145.00 *
					CHECK TOTAL:		180.00
533520	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	105046	09/01/20	01	STREET SIGNS	23-230-56-00-5619		1,032.75
					INVOICE TOTAL:		1,032.75 *

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533520	TRCONTPR	TRAFFIC CONTROL & PROTECTION					
	105047	09/01/20	01	STREET SIGNS	23-230-56-00-5619		486.90
					INVOICE TOTAL:		486.90 *
	105219	09/18/20	01	STREET SIGNS	23-230-56-00-5619		170.50
					INVOICE TOTAL:		170.50 *
					CHECK TOTAL:		1,690.15
533521	TROTSKY	TROTSKY INVESTIGATIVE					
	YORKVILLE PD 20-01	09/11/20	01	RECORDS CLERK POLYGRAPH	01-210-54-00-5462		155.00
					INVOICE TOTAL:		155.00 *
					CHECK TOTAL:		155.00
533522	UMBBANK	UMB BANK					
	073120-STREBATE	09/17/20	01	MAY-JUL 2020 SALES TAX REBATE	01-640-54-00-5492		233,685.50
					INVOICE TOTAL:		233,685.50 *
					CHECK TOTAL:		233,685.50
533523	VAUGHNJ	JAEDON VAUGHN					
	SEPT 4-SEPT 23	09/25/20	01	UMFIRE	79-795-54-00-5462		70.00
					INVOICE TOTAL:		70.00 *
					CHECK TOTAL:		70.00
533524	VITOSH	CHRISTINE M. VITOSH					
	1995	09/16/20	01	HILLSIDE SIGN VARAINCE PUBLIC	90-159-00-00-0011		193.48
			02	HEARING	** COMMENT **		
					INVOICE TOTAL:		193.48 *

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533524	VITOSH	CHRISTINE M. VITOSH					
	CMV 1996	09/28/20	01	SEPT 2020 ADMIN HEARINGS	01-210-54-00-5467		400.00
					INVOICE TOTAL:		400.00 *
					CHECK TOTAL:		593.48
533525	WALTERSJ	JULIA MARGARET WALTERS					
	SEPT 4-SEPT 23	09/25/20	01	UMPIRE	79-795-54-00-5462		20.00
					INVOICE TOTAL:		20.00 *
					CHECK TOTAL:		20.00
533526	WAUBONSE	WAUBONSEE COMMUNITY COLLEGE					
	109458	08/04/20	01	4TH QTR CABLE CONSORTIUM FEES	01-000-24-00-2430		46,389.16
					INVOICE TOTAL:		46,389.16 *
	109483	09/18/20	01	1ST QTR CABLE CONSORTIUM FEES	01-000-24-00-2430		40,006.78
					INVOICE TOTAL:		40,006.78 *
					CHECK TOTAL:		86,395.94
D001824	WEBERR	ROBERT WEBER					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-410-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533527	WELDSTAR	WELDSTAR					
	01854428	04/24/20	01	CYLINDER RENTAL	01-410-54-00-5485		35.96
					INVOICE TOTAL:		35.96 *
					CHECK TOTAL:		35.96

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533528	WEX	WEX BANK					
	67763685	09/30/20	01	SEPT 2020 GASOLINE	01-210-56-00-5695		3,714.38
			02	SEPT 2020 GASOLINE	51-510-56-00-5695		47.42
			03	SEPT 2020 GASOLINE	52-520-56-00-5695		47.41
			04	SEPT 2020 GASOLINE	01-410-56-00-5695		47.41
			05	SEPT 2020 GASOLINE	01-220-56-00-5695		422.52
					INVOICE TOTAL:		4,279.14 *
					CHECK TOTAL:		4,279.14
D001825	WILLRETE	ERIN WILLRETT					
	100120	10/01/20	01	SEPT 2020 MOBILE EMAIL	01-110-54-00-5440		45.00
			02	REIMBURSEMENT	** COMMENT **		
					INVOICE TOTAL:		45.00 *
					DIRECT DEPOSIT TOTAL:		45.00
533529	YNB	OLD SECOND BANK - YORKVILLE					
	2049-092120	09/21/20	01	ANNUAL SAFE DEPSOIT BOX RENTAL	01-110-54-00-5462		82.50
					INVOICE TOTAL:		82.50 *
					CHECK TOTAL:		82.50
533530	YORKACE	YORKVILLE ACE & RADIO SHACK					
	170987	05/20/20	01	KEYS	52-520-56-00-5620		15.74
					INVOICE TOTAL:		15.74 *
	171810	09/15/20	01	KEYS	51-510-56-00-5620		11.96
					INVOICE TOTAL:		11.96 *
	171885	09/25/20	01	LAMPS	52-520-56-00-5620		2.99
					INVOICE TOTAL:		2.99 *
					CHECK TOTAL:		30.69

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533531	YOUNGM	MARLYS J. YOUNG					
	090120	09/09/20	01	09/01/20 EDC MEETING MINUTES	01-110-54-00-5462		59.50
					INVOICE TOTAL:		59.50 *
	090320	09/23/20	01	09/03/20 PUBLIC SAFETY MEETING	01-110-54-00-5462		62.00
			02	MINUTES	** COMMENT **		
					INVOICE TOTAL:		62.00 *
					CHECK TOTAL:		121.50

TOTAL CHECKS PAID: 768,956.67  
TOTAL DIRECT DEPOSITS PAID: 28,275.00  
TOTAL AMOUNT PAID: 797,231.67

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## UNITED CITY OF YORKVILLE PAYROLL SUMMARY September 18, 2020

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
MAYOR & LIQ. COM.	\$ 908.34	\$ -	\$ 908.34	\$ -	\$ 69.49	\$ 977.83
ALDERMAN	3,900.00	-	3,900.00	-	298.35	4,198.35
ADMINISTRATION	19,798.66	-	19,798.66	2,211.50	1,460.12	23,470.28
FINANCE	10,870.14	-	10,870.14	1,214.19	801.91	12,886.24
POLICE	117,987.26	5,577.11	123,564.37	547.75	9,153.88	133,266.00
COMMUNITY DEV.	19,119.68	-	19,119.68	2,135.67	1,398.74	22,654.09
STREETS	15,949.38	-	15,949.38	1,781.55	1,159.54	18,890.47
WATER	17,027.75	-	17,027.75	1,902.00	1,240.82	20,170.57
SEWER	8,903.10	-	8,903.10	994.47	640.68	10,538.25
PARKS	21,233.62	184.99	21,418.61	2,392.46	1,553.77	25,364.84
RECREATION	14,276.90	-	14,276.90	1,515.43	1,087.92	16,880.25
LIBRARY	16,237.51	-	16,237.51	1,176.64	1,208.19	18,622.34
<b>TOTALS</b>	<b>\$ 266,212.34</b>	<b>\$ 5,762.10</b>	<b>\$ 271,974.44</b>	<b>\$ 15,871.66</b>	<b>\$ 20,073.41</b>	<b>\$ 307,919.51</b>

**TOTAL PAYROLL**

**\$ 307,919.51**



## UNITED CITY OF YORKVILLE

### PAYROLL SUMMARY

October 2, 2020

	REGULAR	OVERTIME	TOTAL	IMRF	FICA	TOTALS
ADMINISTRATION	\$ 19,610.09	\$ -	19,610.09	\$ 2,198.82	\$ 1,474.38	\$ 23,283.29
FINANCE	11,917.04	-	11,917.04	1,347.88	893.48	\$ 14,158.40
POLICE	109,123.15	183.62	109,306.77	514.01	8,083.72	\$ 117,904.50
COMMUNITY DEV.	19,119.69	-	19,119.69	2,169.17	1,421.70	\$ 22,710.56
STREETS	17,758.31	7.66	17,765.97	1,984.48	1,298.52	\$ 21,048.97
WATER	17,377.73	30.65	17,408.38	1,961.27	1,281.40	\$ 20,651.05
SEWER	9,324.02	-	9,324.02	1,041.48	672.88	\$ 11,038.38
PARKS	23,557.57	552.10	24,109.67	2,666.69	1,767.27	\$ 28,543.63
RECREATION	15,817.47	-	15,817.47	1,536.87	1,187.49	\$ 18,541.83
LIBRARY	18,604.59	-	18,604.59	1,415.67	1,400.74	\$ 21,421.00
<b>TOTALS</b>	<b>\$ 262,209.66</b>	<b>\$ 774.03</b>	<b>\$ 262,983.69</b>	<b>\$ 16,836.34</b>	<b>\$ 19,481.58</b>	<b>\$ 299,301.61</b>

**TOTAL PAYROLL**

**\$ 299,301.61**





## UNITED CITY OF YORKVILLE

### BILL LIST SUMMARY

Tuesday, October 13, 2020

#### ACCOUNTS PAYABLE

#### DATE

Clerk's Check #131176- Kendall County Recorder <i>(Page 1)</i>	09/22/2020	\$	67.00
Manual City Check Register <i>(Page 2)</i>	09/22/2020		20,000.00
Manual City Check Register <i>(Page 3)</i>	10/01/2020		1,851.75
City Check Register <i>(Pages 4 - 43)</i>	10/13/2020		797,231.67
<b>SUB-TOTAL:</b>			<b>\$819,150.42</b>

#### PAYROLL

Bi - Weekly <i>(Page 44)</i>	09/18/2020	\$	307,919.51
Bi - Weekly <i>(Page 45)</i>	10/02/2020	\$	299,301.61
<b>SUB-TOTAL:</b>		<b>\$</b>	<b>607,221.12</b>

<b>TOTAL DISBURSEMENTS:</b>	<b>\$</b>	<b>1,426,371.54</b>
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Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #1

Tracking Number

CC 2020-76

### Agenda Item Summary Memo

**Title:** Sewer Department Truck Repair

**Meeting and Date:** City Council – October 13, 2020

**Synopsis:** Asking permission to spend over \$25,000 to have our sewer truck repaired.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Positive

**Council Action Requested:** Approval

**Submitted by:** Eric Dhuse Public Works  
Name Department

#### Agenda Item Notes:

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# Memorandum

To: Mayor and City Council  
From: Eric Dhuse, Director of Public Works  
CC: Bart Olson, Administrator  
Rob Fredrickson, Finance Director  
Date: September 21, 2020  
Subject: Sewer Department Truck Repair

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## **Summary**

I am requesting permission to have repairs made to our sewer cleaning truck from EJ Equipment Inc., in the amount of \$27,174.76.

## **Background**

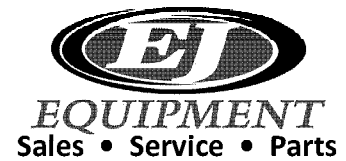
Our sewer cleaning truck has two main components, a vacuum system, and a jetting system. Currently, the vacuum system is not functioning. It appears that there is a problem with the fans that create the vacuum. The repair tech believes that the shaft, or bearings that hold the shaft in place have failed and caused damage to the other bearings, fan blades, and even the shaft itself. At this time, we do not know what caused this issue, but we will get a full report when it is taken apart to be repaired.

With a specialty truck such as ours, it limits our options for repair. EJ Equipment is where we purchased this truck, and they have staff that is trained in the repair of Vac Con equipment. If this were a problem with the engine or transmission, we could solicit quotes for the work, but the vacuum system is something that needs to be repaired by someone trained specifically for this type of work.

## **Recommendation**

I recommend accepting the proposal from EJ Equipment Inc., in the amount of \$27,174.76 to repair the sewer cleaning truck. I have attached the service estimate for your review. Funds for this repair would come from a combination of the postponing of the sewer department portion of the ERP which is \$12,500. The other portion would come from delaying the purchase of the hot water unit for the sewer cleaning truck in the amount of \$15,000. Both of these items were approved in the budget, but can easily be postponed until the next budget year. I would ask that this be placed on the October 13, 2020 City Council meeting for consideration.

**E J EQUIPMENT, INC.**  
**PO Box 665 • 6949 N. 3000 E. Rd.**  
**Manteno, IL 60950**  
**PH: (815) 468-0250 • Fax: (815) 468-8055**  
**www.ejequipment.com**



**Ship To:** IN STORE PICKUP

**Invoice To:** CITY OF YORKVILLE  
 610 TOWER LANE  
 YORKVILLE IL 60560

Branch 01 - CENTRAL		
Date 09/18/2020	Time 15:59:19 (O)	Page 1
Account No. YORKV001	Phone No. 6305534350	Estimate No. 007617
Ship Via	Purchase Order	
Tax ID Number		
		Salesperson 306

ESTIMATE QUOTE VALID: 10/17/2020

**SERVICE ESTIMATE - NOT AN INVOICE**

SHIPPING/HANDLING IS NOT INCLUDED IN QUOTE

Stock #: 000602 VAC-CON MS #: 08146924  
 Make: VC Model: 312E/1300  
 THE FOLLOWING WORK TO BE PERFORMED

INSTALL VACUUM COMPRESSOR

ADDITIONAL DESCRIPTION:

Remove old vacuum compressor and install new compressor and decals. Remove the 3' piece of kenaflex and replace it with new.

Part#	Description	Qty	Price	Amount
711-14516S3	VACUUM COMPRESS	1	25598.26	25598.26
692-2912	DECAL GREASE MA	1	3.19	3.19
692-0434	692-0434 DECAL	1	4.47	4.47
692-0570	692-0570 DECAL	1	5.30	5.30
692-0080	692-0080 DECAL	1	5.91	5.91
692-3951	GREASE DECAL	1	4.15	4.15
692-0207	692-0207 DECAL	1	7.00	7.00
692-0335	692-0335 DECAL	1	5.57	5.57
692-4070	CAUTION CARRYOV	1	5.93	5.93
690-0620	WING HEAD SPEED	3	5.95	17.85
PAINT	PAINT CHARGE	1	405.00	405.00
180AR-ULTRA8	8" ULTRA HOSE	3	50.71	152.13
			Parts:	26214.76
			Labor:	960.00
			TOTAL:	27174.76

Authorization: \_\_\_\_\_

I authorize EJ Equipment to perform the repair work described above, utilizing necessary labor, parts and materials. I agree that EJ Equipment is not responsible for loss or damage to the vehicle, or articles left in the vehicle, in case of theft, fire, or any other cause beyond our control. I agree that EJ Equipment is not responsible for delays caused by unavailability of parts, or delay in parts shipments by the supplier or transporter. I grant EJ Equipment employees permission to operate my vehicle for the purpose of testing and/or inspection. I understand if any closer analysis finds additional labor, parts or materials are necessary to complete the repair. I will be contacted for authorization, only if the amount of repairs that I will pay will be increased

X

Received By \_\_\_\_\_



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Public Works Committee #1

Tracking Number

PW 2020-52

### Agenda Item Summary Memo

**Title:** 2021 ITEP Project Applications

**Meeting and Date:** City Council – October 13, 2020

**Synopsis:** 2021 ITEP Project Application Review

#### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Erin Willrett Administration  
Name Department

#### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)



# Memorandum

To: City Council  
From: Erin Willrett, Assistant City Administrator  
CC: Bart Olson, City Administrator  
Date: October 13, 2020  
Subject: 2021 ITEP Project Applications Status

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## Update

After hearing feedback at both the Public Works Committee on September 15, 2020 and the City Council on September 22, 2020, staff has modified the original proposed projects from four applications to two applications. The application materials are labor intensive, and the application receipt deadline is November 2, 2020. Postmarks are not counted for this deadline – the application must be received by the state by November 2<sup>nd</sup>. With a City Council meeting of October 27<sup>th</sup>, this leaves us almost no time between City Council approval and the deadline to tweak the application materials and would almost certainly require us to drive the application down to Springfield to ensure receipt by the deadline. Instead of waiting until the October 27<sup>th</sup> City Council meeting, staff is seeking the Council's support to authorize staff to submit the applications and to approve a Resolution of Support for the 2021 ITEP grants for the following projects, even knowing that project scope and cost estimates are still being drafted:

1. Fox Road Multi-Use Path from IL 47 to Hoover Forest Preserve
2. U.S. Route 34 Corridor Vegetation Management

Staff is currently working on an IGA with Kendall County to partner on the Fox Road Multi-Use Path project and share the 20% split. Council is expected to review that document at an upcoming meeting. The ITEP application will detail the partnership, but the IGA does not need to be submitted with the application. Staff expects to request the maximum funding request for the Fox Road path project, which is for a ~\$2,400,000 total project consisting of a \$2,000,000 state grant and \$400,000 local contribution. This request is based on the 2018 application cost estimate.

Staff has also modified the application for the Vegetation Management to allow for the low grow/no mow mix to be placed from ROW to ROW. Eric Dhuse has researched the appropriate seed to be placed within the areas along the Route 34 corridor to be consistent with the look that the Council expressed during the last meeting. It is not a high growth, prairie grass mix. It will be low to the ground and consistent with what would normally be planted. EEI is requesting cost information from a company that specialized in seed plantings of this nature.

As a reminder, there is no penalty for not accepting the grant award.

## Overview

The Illinois Transportation Enhancement Program (ITEP) is a competitive grant reimbursement program. It is a federally funded program that requires local matching funds from an eligible project sponsor. The program focuses on providing alternate modes of transportation where the scope of

transportation projects goes beyond the traditional accommodations for cars, trucks and transit. Typical projects include bicycle/pedestrian trails and streetscape projects.

IDOT's next ITEP application period began on August 21, 2020 and ends on November 2, 2020. The announcement of selected projects should occur in Spring 2021.

### **Funding**

Applicants may apply for up to \$2,000,000 maximum per project in federal ITEP funds. Approximately \$105,600,000.00 will be awarded this cycle.

Federal funds will provide reimbursement up to 50 percent for right-of-way and easement acquisition costs, and up to 80 percent for preliminary engineering, utility relocations, construction engineering, and construction costs. The required 20 percent or 50 percent local match is the responsibility of the project sponsor.

Utilizing federal funds for right-of-way and easement acquisition costs and preliminary engineering costs will lengthen the time required for the project significantly as these activities require federal authorization before proceeding.

### **Project Evaluation and Review Criteria**

All ITEP projects must be selected through a competitive process. In order to comply with federal guidelines, IDOT has developed a numerically-based scoring process.

The review criteria for ITEP projects are listed as:

- Eligibility
- Strength of transportation relationship
- Project meets category intent
- Public benefits and accessibility
- Project support / local commitment
- Connectivity to existing facilities / Linkage
- Prior sponsor investment
- Project sponsor capacity, readiness and past performance
- Project readiness
- Status of Phase I Engineering, extra points will be given for completion
- Status of Land Acquisition, extra points will be given for the completion
- Application completeness/Information provided
- Inclusion in a local, state or regional plan
- Cost effectiveness
- Planning and coordination

## **Potential Projects**

Staff has identified four potential projects which we have investigated further. The projects are as follows:

- Fox Road Sidewalk/Multi Use Path
- Vegetation Management - Route 34 Corridor
- East Hydraulic Street Project – Creation of a one-way street
- River Walk Project – Extend the river trail west underneath the IL Route 47 bridge.

## **Fox Road Multi-Use Path**

### **Project Perimeters (Logical Termini):**

Rivers Edge Subdivision to Hoover Forest Preserve Entrance

### **Existing Supportive Plans that references project:**

Kane/Kendall Council of Mayors 2017 Bicycle Planning Map

Yorkville Trail Map (no date listed)

Yorkville Integrated Transportation Plan (2009)

Yorkville Comprehensive Plan (2016)

### **Easement or Land Acquisition Required:**

Easement would need to be acquired along the length of the project.

### **Brief Description:**

This path would provide a safe route for cyclists and pedestrians to travel to and from the downtown area to City and County subdivisions without walking/biking on Fox Road that would eventually lead to Hoover Forest Preserve. This would also give pedestrians and cyclists a safe alternative to an on-street option. This would be the first leg of a very important regional trail. Hoover Forest Preserve is a regional destination. It is the home course for the Yorkville Foxes boys and girls cross country teams, a county wide outdoor education center and meeting center. In addition, the preserve has 400+ acres to explore along the Fox River.

### **Benefits:**

Over 911 homes would be directly connected to this trail, through neighborhood streets. This trail would allow residents of the River's Edge subdivision, White Oak, and Fox Glen, which contain over 330 homes, new access to the regional trail network. In the opposite direction, this trail would provide direct trail access to Hoover Forest Preserve's trail system for the majority of the City.

### **Concern:**

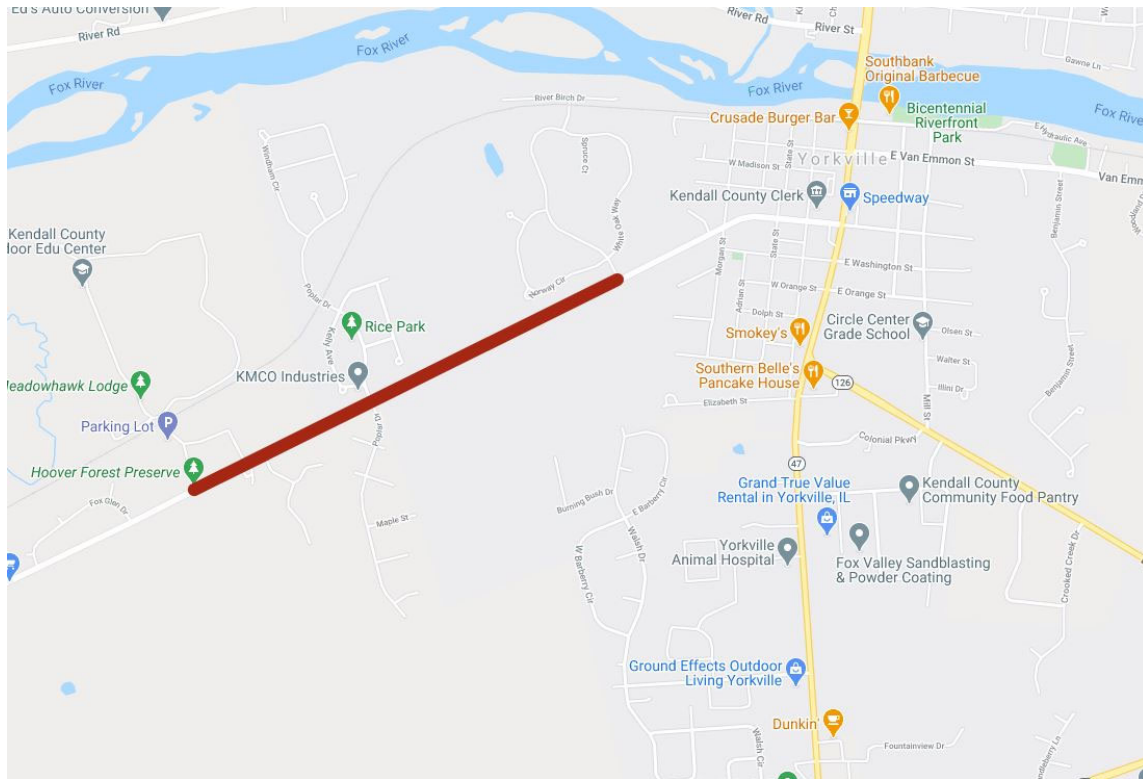
ROW and land acquisition is a timely and costly process.

### **Summary:**

Staff has been in discussion with the County Engineer, Fran Klaas on this project and a future jurisdictional transfer for some time now. The County is in favor of partnering on this project and sharing the 20% split. Since multi-jurisdictional projects should score higher than single-jurisdiction



projects, staff is working to create an IGA with Kendall County along with a Resolution of Support to engage on this project.



## **Vegetation Management – Route 34 Corridor**

### **Project Perimeters (Logical Termini):**

City Limits from west – east along Route 34.

### **Existing Supportive Plans that references project:**

Yorkville Integrated Transportation Plan (2009)

Yorkville Comprehensive Plan (2016)

### **Easement or Land Acquisition Required:**

None.

### **Brief Description:**

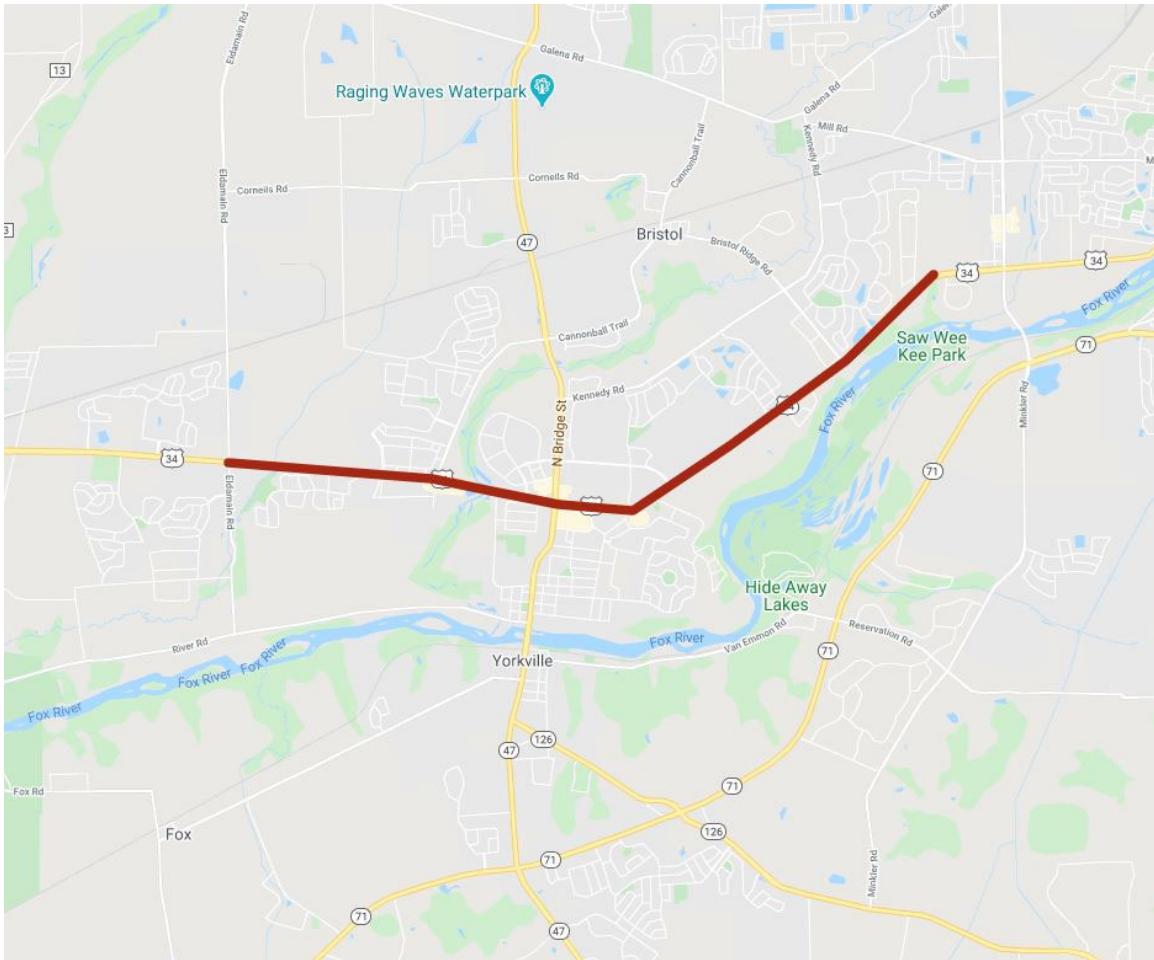
The proposed project is part of a new category that has been added to the program's project categories – Vegetation Management in Rights-of-Ways. The project would consist of a planting of low grow/no mow seed on the islands and the trails between the ROW.

### **Benefits:**

This would allow for a self-sustaining area where mowing would not be required on the newly acquired area. It would also provide a natural environment where prairie has typically thrived.

Concern:

This would require an educational component for the general public. Why we are not mowing the islands may have some concern for motorists. However, we can control the plantings of what species we choose for the center islands.



**Resolution No. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS AUTHORIZING APPLICATION FOR THE ILLINOIS  
TRANSPORTATION ENHANCEMENT PROGRAM AND  
EXECUTION OF ALL NECESSARY DOCUMENTS  
(Fox Road Shared-Use Path)**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, the City Council of the United City of Yorkville, Kendall County, Illinois (the "City") adopted an Integrated Transportation Plan in 2009, including goals of expanding pedestrian and bicyclist-friendly trails within the City, and the connection of said system to regional and state system of trails; and,

**WHEREAS**, the City Council has considered submitting bike/pedestrian trail projects to the Illinois Transportation Enhancement Program to obtain funding; and,

**WHEREAS**, the City Council has learned that said program can provide up to 80% funding of eligible project costs; and,

**WHEREAS**, the City Council has determined that it is in its best interests to submit an application for the Illinois Transportation Enhancement Program (ITEP) Funds for the construction of a bike and pedestrian path along Fox Road (Fox Road Shared-Use Path) that will provide a direct connection for residents to the Hoover Forest Preserve, local and regional trails, retail, City and County subdivisions, and several public parks and recreation areas; and,

**WHEREAS**, the project would improve travel and provide off-street access for pedestrians and bicyclists throughout the City from schools, residential areas, various parks and recreation areas, retail areas, Forest Preserve areas; allow connectivity to other local and regional trails; and,

**WHEREAS**, the said project will include the design engineering, land acquisition, construction and construction engineering for the Fox Road Shared-Use Path; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1.** That the Mayor and the City Council of the United City of Yorkville, Kendall County, Illinois, hereby expresses its support of the Illinois Transportation Enhancement Program, and authorizes City Staff to make appropriate application to have City trail systems included in the Program.

**Section 2.** Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

**Section 3.** That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

JOEL FRIEDERS \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
MAYOR

*Attest:*

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CITY CLERK

**Resolution No. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE UNITED CITY OF YORKVILLE, KENDALL COUNTY,  
ILLINOIS AUTHORIZING APPLICATION FOR THE ILLINOIS  
TRANSPORTATION ENHANCEMENT PROGRAM AND  
EXECUTION OF ALL NECESSARY DOCUMENTS  
(Vegetation Management – Route 34 Corridor)**

**WHEREAS**, the United City of Yorkville, Kendall County, Illinois (the “City”) is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

**WHEREAS**, the City Council has considered submitting vegetation management projects to the Illinois Transportation Enhancement Program to obtain funding; and,

**WHEREAS**, the City Council has learned that said program can provide up to 80% funding of eligible project costs; and,

**WHEREAS**, the City Council has determined that it is in its best interests to submit an application for the Illinois Transportation Enhancement Program (ITEP) Funds for the planting of vegetation within the traffic islands along the U.S. Route 34 corridor that will provide low maintenance and natural grass plantings along the corridor; and,

**WHEREAS**, the project would improve sight lines, increase education about the significance of native plants; and,

**WHEREAS**, the said project will include the design engineering, land acquisition, construction vegetation management; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

**Section 1.** That the Mayor and the City Council of the United City of Yorkville, Kendall County, Illinois, hereby expresses its support of the Illinois Transportation Enhancement Program, and authorizes City Staff to make appropriate application to have the U.S. Route 34 vegetation management included.

**Section 2.** Each section, clause, and provision of this Resolution shall be considered as separable, and the invalidity of one or more shall not have any effect upon the validity of other sections, clauses, or provisions of this Resolution

**Section 3.** That this resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
CITY CLERK

KEN KOCH \_\_\_\_\_

DAN TRANSIER \_\_\_\_\_

JACKIE MILSCHEWSKI \_\_\_\_\_

ARDEN JOE PLOCHER \_\_\_\_\_

CHRIS FUNKHOUSER \_\_\_\_\_

JOEL FRIEDERS \_\_\_\_\_

SEAVER TARULIS \_\_\_\_\_

JASON PETERSON \_\_\_\_\_

**APPROVED** by me, as Mayor of the United City of Yorkville, Kendall County, Illinois this \_\_\_\_ day of \_\_\_\_\_, A.D. 2020.

\_\_\_\_\_  
MAYOR

*Attest:*

\_\_\_\_\_  
CITY CLERK



Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Economic Development Committee #1

Tracking Number

EDC 2020-42

### Agenda Item Summary Memo

**Title:** Limited Manufacturing Uses in Residence District

**Meeting and Date:** City Council – October 13, 2020

**Synopsis:** Discussion regarding permitting limited manufacturing uses, specifically firearm manufacturing, in residentially zoned districts.

#### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** \_\_\_\_\_

**Council Action Requested:** Direction

**Submitted by:** Krysti Barksdale-Noble, AICP Community Development  
Name Department

#### Agenda Item Notes:

See attached memo.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Have a question or comment about this agenda item?*

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# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Jim Jensen, Chief of Police  
Bart Olson, City Administrator  
Date: October 7, 2020  
Subject: **Limited Manufacturing Uses permitted in Residential Districts**  
Request to allow gun manufacturing as a permitted or special use in residentially zoned districts.

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## **SUMMARY:**

A request to amend the City's Zoning Ordinance to allow the manufacturing of firearms in residentially zoned districts for homeowners with a Type 7 Federal Firearms License was discussed at the October 6, 2020 Economic Development Committee meeting. The proposed options presented by staff include: (1) amend the Zoning Ordinance to allow manufacturing of firearms as a permitted use under the home occupation regulations; (2) amend the Zoning Ordinance to allow manufacturing of firearms as a special use in residentially zoned districts; or (3) maintain the current Zoning Ordinance regulations that manufacturing of firearms is a permitted use only in manufacturing districts.

After careful consideration and a lengthy discussion, two (2) EDC members were in favor of the home occupation amendment and two (2) members favored the special use amendment. No one expressed support for keeping the current zoning regulation. Due to this impasse, it was the recommendation of the committee that the full City Council should have an opportunity to review the merits of the request prior to providing formal direction to staff.

We are seeking formal direction from the City Council to do one of the following: (1) pursue a text amendment to identify firearm manufacturing and sale in residentially zoned districts as a home occupation; (2) pursue a text amendment to identify firearm manufacturing and sale in residentially zoned districts as a special use; or (3) take no additional action and keep the current regulations permitting firearm manufacturing and sale in the manufacturing districts.

If it is the concurrence of the City Council to amend, staff and the City Attorney will prepare the appropriate ordinance language per your direction and bring back to the Economic Development Committee prior to presenting at a public hearing before the Planning and Zoning Commission.

## **ATTACHMENTS:**

1. Staff Memo to EDC for the October 6, 2020 meeting.
2. Combating Illegal Gun Trafficking Act (Public Act 100-1178)
3. Bureau of Alcohol, Tobacco and Firearms (ATF) Infographics
  - a. Federal Firearms Licensing Types
  - b. Federal Firearms Application Process
  - c. Federal Firearms Licensee Burglary and Robbery Maps
4. Current Zoning Ordinance Permitted & Special Use Table 10.06.04 Manufacturing Uses
5. Section 10-3-9 Home Occupations with proposed amended language regarding firearm manufacturing



# Memorandum

To: Economic Development Committee  
From: Krysti J. Barksdale-Noble, Community Development Director  
CC: Jim Jensen, Chief of Police  
Bart Olson, City Administrator  
Date: September 25, 2020  
Subject: **Limited Manufacturing Uses permitted in Residential Districts**  
Request to allow gun manufacturing as a permitted or special use in residentially zoned districts.

---

## **SUMMARY:**

Staff is seeking direction from the Economic Development Committee regarding a request by Alderman Funkhouser to amend the City's Zoning Ordinance to allow the manufacturing of firearms in residentially zoned districts for homeowners with a Type 7 Federal Firearms License. The proposed options presented by staff include: (1) amend the Zoning Ordinance to allow manufacturing of firearms as a permitted use under the home occupation regulations; (2) amend the Zoning Ordinance to allow manufacturing of firearms as a special use in residentially zoned districts; or (3) maintain the current Zoning Ordinance regulations that manufacturing of firearms is a permitted use only in manufacturing districts.

## **BACKGROUND & RESEARCH:**

At the September 1<sup>st</sup> Economic Development Committee (EDC) meeting staff presented information on the federal regulations for firearm licenses as well as research of other communities on how they regulate firearm dealers/manufacturers. Additionally, Mr. Todd Vandermyde, a resident in Yorkville who currently operates a gun manufacturing business located in the Yorkville Business Center, spoke to the committee about his 30 years' experience in manufacturing of specialized guns and gun parts. Mr. Vandermyde is also looking to relocate his operation into his home garage to reduce the overhead of leasing space. Due to the nature of the work conducted as part of his business, Mr. Vandermyde has a Type 7 Federal Firearms License (FFL) which is for manufacturers of firearms.

At the conclusion of the staff and committee discussion of a potential text amendment to either allow the manufacturing of firearms in residential zoning districts, some EDC members were open to permitting the use as a home occupation while others preferred the business be identified as a special use. Staff was asked to do the following:

1. Verify with the City Attorney if a non-home rule municipality can require a license or registration for firearm manufacturers operating as a home occupation.
2. Create "Home Occupation" standards should the committee decide to list "manufacturing of firearms" under this provision.

## ***Resident's Current Operation***

In addition to the above direction from the EDC at last month's meeting, staff reached out to Mr. Todd Vandermyde on September 17<sup>th</sup> to gather additional information about the current operation he proposes for the home-based gun manufacturing business. Below is a summary of that discussion:

1. Majority of his work is the destruction/disassembling of evidence for police agencies (approx. 80%)
2. Other work includes: stripping, customizing and retail sale of firearms (approx. 20%)
3. Sales of firearms from his business consisted of approximately 300 guns over the past 5 years (about 60 guns annually)

4. Mr. Vandermyde does not have/anticipates a lot of foot traffic since he does not have a showroom and only takes custom orders. Per Federal regulations, he will have people pick-up weapons (transfer) they order on-line from him since he is a licensed manufacture/dealer.
5. He intends to have a video surveillance system and on-site storage will consist of two (2) lock boxes in a 10' x 12' cage. All of which can fit in his basement.

While this is related to Mr. Vandermyde's business operation, it does not mean all Type 7 FFL license holders will operate in this manner. Also, Mr. Vandermyde made reference in his statements to the EDC about the recently adopted state law for firearm dealers known as "Combating Illegal Gun Trafficking Act" which establishes stricter regulations for businesses that sell or transfer firearms. Below is a summary of those restrictions that have may an impact on this discussion.

#### ***"Combating Illegal Gun Trafficking Act" Regulations:***

In January 2019, the State of Illinois passed Public Act 100-1178, referred to as "Combating Illegal Gun Trafficking Act" ("Act"). Effective July 2019, any person who engages in the business of selling, leasing or otherwise transferring firearms in Illinois must have a valid certificate of license. The Act creates a state issued Firearm Dealer License Certification (FDLC), enacts provisions to record and track private sales and establishes safety regulations. Below are highlights of the requirements the Act provides:

- Requirement for video surveillance security systems for certified licensees operating a retail location ("retail" refers to stores open to the public but **does not include home sales**).
- Safe storage of firearms at all times in a retail location ("retail" refers to stores open to the public but **does not include home sales**)
- Restricts retail locations from locating within 500 feet of any existing school, pre-school, or day-care facility ("retail" refers to stores open to the public but **does not include home sales**).
- All certified licensees with an inventory of firearms for sale or transfer must be connected to an alarm monitoring system or service that will notify the local law enforcement agency of an unauthorized intrusion into the premises where the inventory is stored.
- Requirement of licensees to make copies of FOID cards or IDs and attach them to documentation detailing each gun sale.
- Requires licensees and employees of licensees to undergo annual training about the law and responsible business practices.
- Annual inspection of licensees' place of business by the Department of State Police or law enforcement during hours of operation (*unclear if this would apply to home operated businesses*).

While this law impacts retail businesses that sell/transfer firearms, it appears to have limited provisions for firearm sales from a home business with regards to video surveillance, safe storage, locating near existing schools/day-care facilities and potentially annual inspections by state and local law enforcement agencies.

#### ***Alcohol, Tobacco and Firearms (ATF) Regulations:***

In addition to the above listed state regulations, the Bureau of Alcohol, Tobacco and Firearms (ATF) regulates the issuance of federal firearm licenses (FFL). According to the ATF's website, the process for obtaining a firearm license includes the following steps:

1. Complete and mail in an accurate application (ATF Form 7) with the proper licensing fee.
2. The Federal Firearms Licensing Center (FFLC) records the application information and reviews the form for correctness.

3. The FFLC conducts a background check on the "responsible persons".
4. The new license application is sent to a local ATF field office.
5. At the local ATF field office, an Industry Operations Investigator (IOI) will conduct an in-person interview with the applicant.
6. The IOI will check local zoning regulations and state requirements and prepares a report with a recommendation on whether or not the ATF should issue or deny the license to their area supervisor.
7. The area supervisor reviews the report and submits his/her recommendation to the FFLC.
8. Assuming all background checks have been completed and the business is in compliance with state and local law, the FFLC will issue the license.

The entire process takes about 60 days from the time the completed application was first received at the FFLC. After issuance, the firearm license is approved for three (3) years and license holders may be inspected for compliance once a year by the ATF. "There were 134,738 FFLs in fiscal year 2017. This includes firearm licenses for dealers, manufacturers, importers and collectors. During that time, ATF conducted 11,009 firearms compliance inspections. In 2017, less than half of 1% of FFLs were revoked."<sup>1</sup>

"It should be noted, however, that ATF does not revoke for every violation it finds and that revocation actions are seldom initiated until after an FFL has been educated on the requirements of the laws and regulations and given an opportunity to voluntarily comply with them but has failed to do so. Violations commonly cited in revocation cases include failure to account for firearms, failure to verify and document purchaser eligibility, failure to maintain records requisite for successful firearms tracing and failure to report multiple sales of handguns."<sup>2</sup>

The ATF has nine (9) types of Federal Firearm Licenses available as listed below by category and description:

**Dealers:**

- 01 – Dealer in firearms other than destructive devices.
- 02 – Pawnbroker in firearms other than destructive devices.
- 09 – Dealer in destructive devices.

**Manufacturers:**

- 06 – Manufacturer of Ammunition for Firearms Other Than Ammunition for Destructive Devices or Armor Piercing Ammunition.
- 07 – Manufacturer of firearms other than destructive devices.
- 10 – Manufacturer of destructive devices, ammunition for destructive devices or armor piercing ammunition.

**Importer:**

- 08 – Importer of firearms or ammunition for firearms other than destructive devices or ammunition other than armor piercing ammunition.
- 11 – Importer of destructive devices, ammunition for destructive devices or armor piercing ammunition

**Other:**

- 03 – Collector of curios and relics.

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<sup>1</sup> <https://www.atf.gov/resource-center/fact-sheet/fact-sheet-federal-firearms-compliance-inspections-and-revocation-process>

<sup>2</sup> <https://www.atf.gov/resource-center/fact-sheet/fact-sheet-federal-firearms-compliance-inspections-and-revocation-process>

Since Federal Firearm Licenses are cumulative, federal licensees can also be dealers (sell) of firearms which is a Type 1 license. Therefore, once a firearm license is issued by the ATF, the licensee can engage in any activity permitted within that license. Meaning an FFL Type 7 licensee can decide to shift their business operation to strictly firearm sales without any notification to ATF or local law enforcement.

The Yorkville Police Department also has concerns about increased crime (i.e. theft/robbery) in residential districts if a text amendment for home occupations or special use approval is granted. Currently, the ATF tracks reported Federal Firearms Licensee burglary and robberies (see attached infographic). In 2018 and 2019, there were 153 and 286 firearms stolen during FFL burglaries in Illinois, respectively. However, there were no firearms stolen during FFL robberies in Illinois reported in 2018 or 2019.

### **LOCAL REGISTRATION OF FIREARM MANUFACTURERS:**

Per the EDC's direction, staff consulted with the City Attorney and confirmed that the City has the authority to require registration of firearm manufacturer and/or firearm dealer businesses. This can include businesses that are located in commercial, manufacturing and residential districts. The city can also restrict the registration requirement only for firearm manufacturers and/or firearm dealers operating in residential districts.

If the city did establish a registration for firearm manufacturers/dealers in residential districts, staff would have to rely upon notification of the business by either the Bureau of Alcohol, Firearms and Tobacco (ATF) as part of their due diligence application process or the owner self-reporting to the City. Consideration should be given to staff administration time, what is the expectation of how this information will be used and/or shared with other departments, what information is subject to FOIA and if any fee should be assessed.

### **HOME OCCUPATION REGULATIONS:**

The current Home Occupation regulations are intended to ensure compatibility with other permitted uses while maintaining the residential character of the neighborhood community. Therefore, any gainful activity occurring in the residential district is allowed provided that:

- 1) it's conducted entirely within the home and incidental to the residential use;
- 2) not conducted from a detached or accessory structure and **does not exceed 25% of the floor area of the home;**
- 3) no exterior display or activity indicating the business;
- 4) conducted only by the residence of the home, plus no more than one additional person not living in the home;
- 5) no electrical or mechanical equipment except those customary for domestic/household purposes;
- 6) **does not generate traffic or deliveries beyond what is normally expected in a residential district;** and
- 7) **limited amounts of goods, commodities or stock received, retained, used or stored or transferred from the premises.** Jobbing, wholesale or retail businesses, unless conducted entirely by mail, electronically or telephone, is prohibited.

Additionally, all manufacturing businesses are currently prohibited as a home occupation.

Since home occupations are not issued building permits or inspected by City staff, the adherence to the regulations are via the "honor system". The **bolded** text above indicates the home occupation regulations that are the hardest to verify and/or enforce compliance.

If the Economic Development Committee is inclined to support a text amendment to permit firearm manufacturing and sale as an allowed home occupation, staff would recommend limiting the manufacturing to only firearms and not permit the manufacturing ammunition (FFL Type 6) and/or explosive devices (FFL Type 10). This would be in addition to obtaining all federal, state and local licenses, certifications and/or registration.

### **ANALYSIS OF PROPOSED OPTIONS:**

Based upon the information provided above, staff has prepared the comparison chart below to illustrate the challenges and concerns a proposed text amendment to permit firearm manufacturing and sale as a home occupation, a special use or to keep the current Zoning Ordinance requirement allowing it only in the manufacturing districts. The circle indicates areas of concern each proposal can address.

	<b>Home Occupation (Amendment)</b>	<b>Special Use in Residential District (Amendment)</b>	<b>Manufacturing Districts (Current)</b>
Ability to effectively regulate increased vehicular traffic and/or parking		○	●
Ability to require security/surveillance systems		●	●
Ability to require local registration of business	●	●	●
Ability to restrict location near existing schools/day-care facilities		●	●
Ability to regulate/limit stock of product on site	○	○	
Regulated by state “Combating Illegal Gun Trafficking Act”	○	○	●
Regulated by federal (ATF) annual compliance inspection	●	●	●
Regulated by annual Illinois Department of State Police compliance inspection	○	○	●

○ Indicates limited ability to regulate or unclear if regulation applies

● Indicates complete ability to regulate

### **STAFF COMMENTS:**

Upon the conclusion of last month’s EDC meeting, staff conducted additional research of the ATF regulations for firearm licensing and recently adopted Combating Illegal Gun Trafficking Act. Staff also reached out to the owner of the firearm manufacturing business seeking to relocate their business to their home to better understand the operation and its fit in a residential setting. While both the ATF regulations and Gun Trafficking Act have provisions regulating the licensing of firearm businesses the operational regulations seemed more geared towards retail or non-residential locations. Additionally, the Yorkville Police Department expressed concern about increased traffic/parking complaints and accidental discharge (may not be as much of a concern if business operated in a basement) by permitting manufacturing and/or sale of firearms in residential districts which is not a consideration as part of the FFL licensing or Firearm Dealer License Certification approval process.

Although staff has confirmed with the City Attorney the City’s authority to require registration of firearm manufacturers/dealers, **it appears the most effective regulatory tool is permitting firearm manufacturing businesses only in the manufacturing districts.** Staff still has concerns that if the use is permitted as a “home occupation”, even with local registration requirements, inadequate regulations exist to address security, increased traffic, restrict location near schools/day-care facilities, compliance

inspections or regulate/limit stock once the business is operational. While the “special use” process offers additional regulatory options and would be approved on a case-by-case basis, the same limitations on effectively regulating increased traffic, stock kept on premise and/or compliance inspections exist.

**We are seeking formal direction from the Economic Development Committee (EDC) to do one of the following:** (1) pursue a text amendment to identify firearm manufacturing and sale in residentially zoned districts as a home occupation; (2) pursue a text amendment to identify firearm manufacturing and sale in residentially zoned districts as a special use; or (3) take no additional action and keep the current regulations permitting firearm manufacturing and sale in the manufacturing districts.

If it is the concurrence of the Committee to amend, staff and the City Attorney will prepare the appropriate ordinance language per your direction and bring back to the Committee prior to presenting at a public hearing before the Planning and Zoning Commission.

**ATTACHMENTS:**

1. Combating Illegal Gun Trafficking Act (Public Act 100-1178)
2. Bureau of Alcohol, Tobacco and Firearms (ATF) Infographics
  - a. Federal Firearms Licensing Types
  - b. Federal Firearms Application Process
  - c. Federal Firearms Licensee Burglary and Robbery Maps
3. Current Zoning Ordinance Permitted & Special Use Table 10.06.04 Manufacturing Uses
4. Section 10-3-9 Home Occupations with proposed amended language regarding firearm manufacturing

AN ACT concerning regulation.

**Be it enacted by the People of the State of Illinois,  
represented in the General Assembly:**

ARTICLE 1. COMBATING ILLEGAL GUN TRAFFICKING ACT

Section 1-1. References to Act. This Act may be referred to as the Combating Illegal Gun Trafficking Act.

ARTICLE 5. FIREARM DEALER LICENSE CERTIFICATION ACT

Section 5-1. Short title. This Article 1 may be cited as the Firearm Dealer License Certification Act. References in this Article to "this Act" mean this Article.

Section 5-5. Definitions. In this Act:

"Certified licensee" means a licensee that has previously certified its license with the Department under this Act.

"Department" means the Department of State Police.

"Director" means the Director of State Police.

"Entity" means any person, firm, corporation, group of individuals, or other legal entity.

"Inventory" means firearms in the possession of an individual or entity for the purpose of sale or transfer.

"License" means a Federal Firearms License authorizing a



person or entity to engage in the business of dealing firearms.

"Licensee" means a person, firm, corporation, or other entity who has been given, and is currently in possession of, a valid Federal Firearms License.

"Retail location" means a store open to the public from which a certified licensee engages in the business of selling, transferring, or facilitating a sale or transfer of a firearm. For purposes of this Act, a gun show or similar event at which a certified licensee engages in business from time to time is not a retail location.

Section 5-10. Copy of Federal Firearms License filed with the Department. Each licensee shall file with the Department a copy of its license, together with a sworn affidavit indicating that the license presented is in fact its license and that the license is valid. The Department may by rule create a process for checking the validity of the license, in lieu of requiring an affidavit. Upon receipt and review by the Department, the Department shall issue a certificate of license to the licensee, allowing the licensee to conduct business within this State. The Department shall issue an initial certificate of license within 30 days of receipt of the copy of license and sworn affidavit. If the Department does not issue the certificate within 30 days, the licensee shall operate as if a certificate has been granted unless and until a denial is issued by the Department.

Section 5-15. Certification requirement.

(a) Beginning 180 days after the effective date of this Act, it is unlawful for a person or entity to engage in the business of selling, leasing, or otherwise transferring firearms without a valid certificate of license issued under this Act. In the event that a person or entity maintains multiple licenses to engage in different lines of business requiring different licenses at one location, then the licenses shall be deemed one license for purposes of certification. In the event that a person or entity maintains multiple licenses to engage in business at multiple locations, under the same business name on the license or a different business name on the license, then each license and location must receive its own certification.

(b) It is unlawful for a person or entity without first being a certified licensee under this Act to act as if he or she is certified under this Act, to advertise, to assume to act as a certified licensee or to use a title implying that the person or entity is engaged in business as a certified licensee without a license certified under this Act.

(c) It is unlawful to obtain or attempt to obtain any certificate of license under this Act by material misstatement or fraudulent misrepresentation. Notwithstanding the provisions of Section 5-85, in addition to any penalty imposed under this Section, any certificate of license obtained under

this Act due to material misstatement or fraudulent misrepresentation shall automatically be revoked.

(d) A person who violates any provision of this Section is guilty of a Class A misdemeanor for a first violation, and a Class 4 felony for a second or subsequent violation.

(e) In addition to any other penalty provided by law, any person or entity who violates any provision of this Section shall pay a civil penalty to the Department in an amount not to exceed \$10,000 for each offense, as determined by the Department. The civil penalty shall be assessed by the Department after a hearing is held in accordance with Sections 5-95 and 5-100.

(f) The Department has the authority and power to investigate any and all unlicensed activity requiring a license certified under this Act.

(g) The civil penalty shall be paid within 90 days after the effective date of the order imposing the civil penalty. The order shall constitute a judgment and may be filed and execution had thereon in the same manner as any judgment from any court of record.

(h) In the event the certification of a certified licensee is revoked, it shall be a violation of this Act for the revoked licensee to seek certification of a license held under a different business name, or to re-open as a certified licensee under another business name using the same license or as the same person or entity doing business under a different business

name.

(i) The Department shall require all of the following information from each applicant for certification under this Act:

(1) The name, full business address, and telephone number of the entity. The business address for the entity shall be the complete street address where firearms in the inventory of the entity are regularly stored, shall be located within the State, and may not be a Post Office Box.

(2) All trade, business, or assumed names used by the certified licensee by and under which the certified licensee sells, transfers, or facilitates transfers of firearms.

(3) The type of ownership or operation, such as a partnership, corporation, or sole proprietorship.

(4) The name of the owner or operator of the dealership, including:

(A) if a person, then the name and address of record of the person;

(B) if a partnership, then the name and address of record of each partner and the name of the partnership;

(C) if a corporation, then the name, address of record, and title of each corporate officer and each owner of more than 5% of the corporation, the corporate names by and which the certified licensee sells, transfers, or facilitates transfers of firearms, and

the name of the state of incorporation; and

(D) if a sole proprietorship, then the full name and address of record of the sole proprietor and the name of the business entity.

Section 5-20. Additional licensee requirements.

(a) A certified licensee shall make a photo copy of a buyer's or transferee's valid photo identification card whenever a firearm sale transaction takes place. The photo copy shall be attached to the documentation detailing the record of sale.

(b) A certified licensee shall post in a conspicuous position on the premises where the licensee conducts business a sign that contains the following warning in block letters not less than one inch in height:

"With few exceptions enumerated in the Firearm Owners Identification Card Act, it is unlawful for you to:

(A) store or leave an unsecured firearm in a place where a child can obtain access to it;

(B) sell or transfer your firearm to someone else without receiving approval for the transfer from the Department of State Police, or

(C) fail to report the loss or theft of your firearm to local law enforcement within 72 hours."

This sign shall be created by the Department and made available for printing or downloading from the Department's website.

(c) No retail location established after the effective date of this Act shall be located within 500 feet of any school, pre-school, or day care facility in existence at its location before the retail location is established as measured from the nearest corner of the building holding the retail location to the corner of the school, pre-school, or day care facility building nearest the retail location at the time the retail location seeks licensure.

Section 5-25. Exemptions.

The provisions of this Act related to the certification of a license do not apply to a person or entity that engages in the following activities:

(1) temporary transfers of firearms solely for use at the location or on the premises where the transfer takes place, such as transfers at a shooting range for use at that location;

(2) temporary transfers of firearms solely for use while in the presence of the transferor or transfers for the purposes of firearm safety training by a firearms safety training instructor;

(3) transfers of firearms among immediate family or household members, as "immediate family or household member" is defined in Section 3-2.7-10 of the Unified Code of Corrections, provided that both the transferor and transferee have a currently valid Firearm Owner's

Identification Card; however, this paragraph (3) does not limit the familial gift exemption under paragraph (2) of subsection (a-15) of Section 3 of the Firearm Owners Identification Card Act;

(4) transfers by persons or entities acting under operation of law or a court order;

(5) transfers by persons or entities liquidating all or part of a collection. For purposes of this paragraph (5), "collection" means 2 or more firearms which are of special interest to collectors by reason of some quality other than is associated with firearms intended for sporting use or as offensive or defensive weapons;

(6) transfers of firearms that have been rendered permanently inoperable to a nonprofit historical society, museum, or institutional collection;

(7) transfers by a law enforcement or corrections agency or a law enforcement or corrections officer acting within the course and scope of his or her official duties;

(8) transfers to a State or local law enforcement agency by a person who has his or her Firearm Owner's Identification Card revoked;

(9) transfers of curios and relics, as defined under federal law, between collectors licensed under subsection (b) of Section 923 of the federal Gun Control Act of 1968;

(10) transfers by a person or entity licensed as an auctioneer under the Auction License Act; or

(11) transfers between a pawnshop and a customer which amount to a bailment. For purposes of this paragraph (11), "bailment" means the act of placing property in the custody and control of another, by agreement in which the holder is responsible for the safekeeping and return of the property.

Section 5-30. Training of certified licensees. Any certified licensee and any employee of a certified licensee who sells or transfers firearms shall receive at least 2 hours of training annually regarding legal requirements and responsible business practices as applicable to the sale or transfer of firearms. The Department may adopt rules regarding continuing education for certified licensees related to legal requirements and responsible business practices regarding the sale or transfer of firearms.

Section 5-35. Inspection of licensees' places of business. Licensees shall have their places of business open for inspection by the Department and law enforcement during all hours of operation involving the selling, leasing, or otherwise transferring of firearms, provided that the Department or law enforcement may conduct no more than one unannounced inspection per business per year without good cause. During an inspection, licensees shall make all records, documents, and firearms accessible for inspection upon the request of the Department or law enforcement agency.



Section 5-40. Qualifications for operation.

(a) Each certified licensee shall submit with each application for certification or renewal an affidavit to the Department stating that each owner, employee, or other agent of the certified licensee who sells or conducts transfers of firearms for the certified licensee is at least 21 years of age, has a currently valid Firearm Owner's Identification Card and, for a renewal, has completed the training required under Section 5-30. The affidavit must also contain the name and Firearm Owner's Identification Card number of each owner, employee, or other agent who sells or conducts transfers of firearms for the certified licensee. If an owner, employee, or other agent of the certified licensee is not otherwise a resident of this State, the certified licensee shall submit an affidavit stating that the owner, employee, or other agent has undergone a background check and is not prohibited from owning or possessing firearms.

(b) In addition to the affidavit required under subsection (a), within 30 days of a new owner, employee, or other agent beginning selling or conducting transfers of firearms for the certified licensee, the certified licensee shall submit an affidavit to the Department stating the date that the new owner, employee, or other agent began selling or conducting transfers of firearms for the certified licensee, and providing the information required in subsection (a) for that new owner,

employee, or other agent.

(c) If a certified licensee has a license, certificate, or permit to sell, lease, transfer, purchase, or possess firearms issued by the federal government or the government of any state revoked or suspended for good cause within the preceding 4 years, the Department may consider revoking or suspending the certified licenses in this State. In making a determination of whether or not to revoke or suspend a certified license in this State, the Department shall consider the number of retail locations the certified licensee or any related person or entity operates in this State or in other states under the same or different business names, and the severity of the infraction in the state in which a license was revoked or suspended.

(d) Applications and affidavits required under this Section are not subject to disclosure by the Department under the Freedom of Information Act.

Section 5-45. Issuance of subpoenas. The Department may subpoena and bring before it any person or entity to take oral or written testimony or may compel the production of any books, papers, records, or any other documents that the Department deems directly relevant or material to an investigation or hearing conducted by the Department in the enforcement of this Act, with the same fees and in the same manner prescribed in civil cases in the courts of this State. The licensee may file an emergency motion with the Director or a hearing officer

authorized by the Department to quash a subpoena issued by the Department. If the Director or hearing officer determines that the subpoena was issued without good cause, the Director or hearing officer may quash the subpoena.

Section 5-50. Security system.

(a) On or before January 2, 2021, each certified licensee operating a retail location in this State must maintain a video security system and shall maintain video surveillance of critical areas of the business premises, including, but not limited to, all places where firearms in inventory are stored, handled, sold, or transferred, and each entrance and exit. A video surveillance system of the certified licensee's retail location may not be installed in a bathroom and may not monitor inside the bathrooms located in the retail location. If a video security system is deemed inadequate by the Department, the licensee shall have 30 days to correct the inadequacy. The Department shall submit to the licensee a written statement describing the specific inadequacies.

(b) Each certified licensee operating a retail establishment in this State must post a sign in a conspicuous place at each entrance to the retail location that states in block letters not less than one inch in height: "THESE PREMISES ARE UNDER VIDEO SURVEILLANCE. YOUR IMAGE MAY BE RECORDED.". This sign shall be created by the Department and available for printing or downloading from the Department's website.

(c) On or before January 2, 2020, each certified licensee maintaining an inventory of firearms for sale or transfer must be connected to an alarm monitoring system or service that will notify its local law enforcement agency of an unauthorized intrusion into the premises of the licensee where the firearm inventory is maintained.

Section 5-55. Safe storage by certified licensees. In addition to adequate locks, exterior lighting, surveillance cameras, alarm systems, and other anti-theft measures and practices, a certified licensee maintaining a retail location shall develop a plan that addresses the safe storage of firearms and ammunition during retail hours and after closing. The certified licensee shall submit its safe storage plan to the Department and the plan shall be deemed approved unless it is rejected by the Department. The Department may reject the plan if it is inadequate, along with a written statement describing the specific inadequacies. The certified licensee shall submit a corrected plan to the Department within 60 days of notice of an inadequate plan. In the event there are still problems with the corrected plan, the Department shall note the specific inadequacies in writing and the certified licensee shall have 60 days from each notice of an inadequate plan to submit a corrected plan. The Department may reject the corrected plan if it is inadequate. A certified licensee may operate at all times that a plan is on file with the

Department, and during times permitted by this Section to prepare and submit corrected plans. That any certified licensee has operated without an approved safe storage plan for more than 60 days shall be grounds for revocation of a certificate of license. The Department shall adopt rules regarding the adequacy of a safe storage plan. The rules shall take into account the various types and sizes of the entities involved, and shall comply with all relevant State and federal laws. Safe storage plans required under this Section are not subject to disclosure by the Department under the Freedom of Information Act.

Section 5-60. Statewide compliance standards. The Department shall develop and implement by rule statewide training standards for assisting certified licensees in recognizing indicators that would lead a reasonable dealer to refuse sale of a firearm, including, but not limited to, indicators of a straw purchase.

Section 5-65. Electronic-based recordkeeping. On or before January 2, 2020, each certified licensee operating a retail location shall implement an electronic-based record system to keep track of its changing inventory by updating the make, model, caliber or gauge, and serial number of each firearm that is received or sold by the certified licensee. Retail sales and purchases shall be recorded within 24 hours of the transaction.

Shipments of firearms from manufacturers or wholesalers shall be recorded upon the earlier of five business days or with 24 hours of the shipment being unpacked and the firearm placed in inventory. Each certified licensee shall maintain these records for a period of no less than the time period under 27 CFR 478.129 or any subsequent law that regulates the retention of records.

Section 5-70. Fees and fines deposited in the Firearm Dealer License Certification Fund. The Department shall set and collect a fee for each licensee certifying under this Act. The fee may not exceed \$300 for a certified licensee operating without a retail location. The fee may not exceed \$1,500 for any certified licensee operating with a retail location. The Department may not charge a certified licensee in this State, operating under the same or different business name, fees exceeding \$40,000 for the certification of multiple licenses. All fees and fines collected under this Act shall be deposited in the Firearm Dealer License Certification Fund which is created in the State treasury. Moneys in the Fund shall be used for implementation and administration of this Act.

Section 5-75. Term of license. Each certification shall be valid for the term of the license being certified. A licensee shall certify each new or renewed license. However, the Department is not required to renew a certification if a prior

certification has been revoked or suspended.

Section 5-80. Retention of records. Each certified licensee shall keep, either in electronic form or hard copy, all acquisition and disposition records for a period of time no less than the time required under 27 CFR 478.129 or any subsequent law that regulates the retention of records. All video surveillance records, along with any sound recordings obtained from them, shall be kept for a period of not less than 90 days.

Section 5-85. Disciplinary sanctions.

(a) For violations of this Act not penalized under Section 5-15, the Department may refuse to renew or restore, or may reprimand, place on probation, suspend, revoke, or take other disciplinary or non-disciplinary action against any licensee, and may impose a fine commensurate with the severity of the violation not to exceed \$10,000 for each violation for any of the following, consistent with the Protection of Lawful Commerce in Arms Act, 15 U.S.C. 7901 through 7903:

(1) Violations of this Act, or any law applicable to the sale or transfer of firearms.

(2) A pattern of practice or other behavior which demonstrates incapacity or incompetency to practice under this Act.

(3) Aiding or assisting another person in violating any

provision of this Act or rules adopted under this Act.

(4) Failing, within 60 days, to provide information in response to a written request made by the Department.

(5) Conviction of, plea of guilty to, or plea of nolo contendere to any crime that disqualifies the person from obtaining a valid Firearm Owner's Identification Card.

(6) Continued practice, although the person has become unfit to practice due to any of the following:

(A) Any circumstance that disqualifies the person from obtaining a valid Firearm Owner's Identification Card or concealed carry license.

(B) Habitual or excessive use or abuse of drugs defined in law as controlled substances, alcohol, or any other substance that results in the inability to practice with reasonable judgment, skill, or safety.

(7) Receiving, directly or indirectly, compensation for any firearms sold or transferred illegally.

(8) Discipline by another United States jurisdiction, foreign nation, or governmental agency, if at least one of the grounds for the discipline is the same or substantially equivalent to those set forth in this Act.

(9) Violation of any disciplinary order imposed on a licensee by the Department.

(10) A finding by the Department that the licensee, after having his or her certified license placed on probationary status, has violated the terms of probation.



(11) A fraudulent or material misstatement in the completion of an affirmative obligation or inquiry by law enforcement.

(b) All fines imposed under this Section shall be paid within 90 days after the effective date of the final order imposing the fine.

Section 5-90. Statute of limitations. No action may be taken under this Act against a person or entity certified under this Act unless the action is commenced within 5 years after the occurrence of the alleged violations. A continuing violation shall be deemed to have occurred on the date when the circumstances last existed that give rise to the alleged violation.

Section 5-95. Complaints; investigations; hearings.

(a) The Department may investigate the actions of any applicant or of any person or persons holding or claiming to hold a license or registration under this Act.

(b) The Department shall, before disciplining a licensee under Section 5-85 or refusing to issue a certificate of license, at least 30 days before the date set for the hearing, (i) notify the accused in writing of the charges made and the time and place for the hearing on the charges, (ii) direct him or her to file a written answer to the charges under oath within 20 days after service, and (iii) inform the licensee

that failure to answer will result in a default being entered against the licensee.

(c) At the time and place fixed in the notice, the Director or the hearing officer appointed by the Director shall proceed to hear the charges, and the parties or their counsel shall be accorded ample opportunity to present any pertinent statements, testimony, evidence, and arguments. The Director or hearing officer may continue the hearing from time to time. In case the person, after receiving the notice, fails to file an answer, his, her, or its license may, in the discretion of the Director, having first received the recommendation of the Director, be suspended, revoked, or placed on probationary status, or be subject to whatever disciplinary action the Director considers proper, including limiting the scope, nature, or extent of the person's business, or the imposition of a fine, without hearing, if the act or acts charged constitute sufficient grounds for that action under this Act.

(d) The written notice and any notice in the subsequent proceeding may be served by certified mail to the licensee's address of record.

(e) The Director has the authority to appoint any attorney licensed to practice law in this State to serve as the hearing officer in any action for refusal to issue, restore, or renew a license, or to discipline a licensee. The hearing officer has full authority to conduct the hearing.

Section 5-100. Hearing; rehearing.

(a) The Director or the hearing officer authorized by the Department shall hear evidence in support of the formal charges and evidence produced by the licensee. At the conclusion of the hearing, the Director shall prepare a written report of his or her findings of fact, conclusions of law, and recommendations. The report shall contain a finding of whether the accused person violated this Act or failed to comply with the conditions required in this Act.

(b) At the conclusion of the hearing, a copy of the Director's or hearing officer's report shall be served upon the licensee by the Department, either personally or as provided in this Act, for the service of a notice of hearing. Within 20 calendar days after service, the licensee may present to the Department a motion in writing for a rehearing, which shall specify the particular grounds for rehearing. The Department may respond to the motion for rehearing within 20 calendar days after its service on the Department. If no motion for rehearing is filed, then upon the expiration of the time specified for filing such a motion, or upon denial of a motion for rehearing, the Director may enter an order in accordance with his or her recommendations or the recommendations of the hearing officer. If the licensee orders from the reporting service and pays for a transcript of the record within the time for filing a motion for rehearing, the 20-day period within which a motion may be filed shall commence upon the delivery of the transcript to the

licensee.

(c) All proceedings under this Section are matters of public record and shall be preserved.

(d) The licensee may continue to operate during the course of an investigation or hearing, unless the Director finds that the public interest, safety, or welfare requires an emergency action.

(e) Upon the suspension or revocation of a certificate of license, the licensee shall surrender the certificate to the Department and, upon failure to do so, the Department shall seize the same. However, when the certification of a certified licensee is suspended, the certified licensee shall not operate as a certified licensee during the period in which the certificate is suspended and, if operating during that period, shall be operating in violation of subsection (a) of Section 5-15 of this Act. A person who violates this Section is guilty of a Class A misdemeanor for a first violation, and a Class 4 felony for a second or subsequent violation. In addition to any other penalty provided by law, any person or entity who violates this Section shall pay a civil penalty to the Department in an amount not to exceed \$2,500 for the first violation, and a fine not to exceed \$5,000 for a second or subsequent violation.

Section 5-105. Restoration of certificate of license after disciplinary proceedings. At any time after the successful

completion of a term of probation, suspension, or revocation of a certificate of license, the Department may restore it to the licensee, unless, after an investigation and a hearing, the Director determines that restoration is not in the public interest. No person or entity whose certificate of license, card, or authority has been revoked as authorized in this Act may apply for restoration of that certificate of license, card, or authority until such time as provided for in the Civil Administrative Code of Illinois.

Section 5-110. Administrative review. All final administrative decisions of the Department are subject to judicial review under Article III of the Code of Civil Procedure. The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure. The proceedings for judicial review shall be commenced in the circuit court of the county in which the party applying for review resides, but if the party is not a resident of this State, the venue shall be in Sangamon County. The Department shall not be required to certify any record to the court, or file any answer in court, or otherwise appear in any court in a judicial review proceeding, unless, and until, the Department has received from the plaintiff payment of the costs of furnishing and certifying the record, which costs shall be determined by the Department. Exhibits shall be certified without cost. Failure on the part of the applicant or licensee to file a receipt in court is

grounds for dismissal of the action.

Section 5-115. Prima facie proof.

(a) An order or a certified copy thereof, over the seal of the Department and purporting to be signed by the Director, is prima facie proof that the signature is that of the Director, and the Director is qualified to act.

(b) A certified copy of a record of the Department shall, without further proof, be admitted into evidence in any legal proceeding, and shall be prima facie correct and prima facie evidence of the information contained therein.

Section 5-120. Federal agencies and investigations. Nothing in this Act shall be construed to interfere with any federal agency or any federal agency investigation. All Department rules adopted under this Act shall comply with federal law. The Department may as necessary coordinate efforts with relevant State and federal law enforcement agencies to enforce this Act.

ARTICLE 10. GUN TRAFFICKING INFORMATION ACT

Section 10-1. Short title. This Article 5 may be cited as the Gun Trafficking Information Act. References in this Article to "this Act" mean this Article.

Section 10-5. Gun trafficking information.

(a) The Department of State Police shall use all reasonable efforts in making publicly available, on a regular and ongoing basis, key information related to firearms used in the commission of crimes in this State, including, but not limited to: reports on crimes committed with firearms, locations where the crimes occurred, the number of persons killed or injured in the commission of the crimes, the state where the firearms used originated, the Federal Firearms Licensee that sold the firearm, and the type of firearms used. The Department shall make the information available on its website, in addition to electronically filing a report with the Governor and the General Assembly. The report to the General Assembly shall be filed with the Clerk of the House of Representatives and the Secretary of the Senate in electronic form only, in the manner that the Clerk and the Secretary shall direct.

(b) The Department shall study, on a regular and ongoing basis, and compile reports on the number of Firearm Owner's Identification Card checks to determine firearms trafficking or straw purchase patterns. The Department shall, to the extent not inconsistent with law, share such reports and underlying data with academic centers, foundations, and law enforcement agencies studying firearms trafficking, provided that personally identifying information is protected. For purposes of this subsection (b), a Firearm Owner's Identification Card number is not personally identifying information, provided

that no other personal information of the card holder is attached to the record. The Department may create and attach an alternate unique identifying number to each Firearm Owner's Identification Card number, instead of releasing the Firearm Owner's Identification Card number itself.

(c) Each department, office, division, and agency of this State shall, to the extent not inconsistent with law, cooperate fully with the Department and furnish the Department with all relevant information and assistance on a timely basis as is necessary to accomplish the purpose of this Act. The Illinois Criminal Justice Information Authority shall submit the information required in subsection (a) of this Section to the Department of State Police, and any other information as the Department may request, to assist the Department in carrying out its duties under this Act.

#### ARTICLE 15. AMENDATORY PROVISIONS

Section 15-3. The State Finance Act is amended by adding Section 5.886 as follows:

(30 ILCS 105/5.886 new)

Sec. 5.886. The Firearm Dealer License Certification Fund.

Section 15-5. The Firearm Owners Identification Card Act is amended by changing Section 3 as follows:



(430 ILCS 65/3) (from Ch. 38, par. 83-3)

Sec. 3. (a) Except as provided in Section 3a, no person may knowingly transfer, or cause to be transferred, any firearm, firearm ammunition, stun gun, or taser to any person within this State unless the transferee with whom he deals displays either: (1) a currently valid Firearm Owner's Identification Card which has previously been issued in his or her name by the Department of State Police under the provisions of this Act; or (2) a currently valid license to carry a concealed firearm which has previously been issued in his or her name by the Department of State Police under the Firearm Concealed Carry Act. In addition, all firearm, stun gun, and taser transfers by federally licensed firearm dealers are subject to Section 3.1.

(a-5) Any person who is not a federally licensed firearm dealer and who desires to transfer or sell a firearm while that person is on the grounds of a gun show must, before selling or transferring the firearm, request the Department of State Police to conduct a background check on the prospective recipient of the firearm in accordance with Section 3.1.

(a-10) Notwithstanding item (2) of subsection (a) of this Section, any person who is not a federally licensed firearm dealer and who desires to transfer or sell a firearm or firearms to any person who is not a federally licensed firearm dealer shall, before selling or transferring the firearms, contact the Department of State Police with the transferee's or

purchaser's Firearm Owner's Identification Card number to determine the validity of the transferee's or purchaser's Firearm Owner's Identification Card. This subsection shall not be effective until January 1, 2014. The Department of State Police may adopt rules concerning the implementation of this subsection. The Department of State Police shall provide the seller or transferor an approval number if the purchaser's Firearm Owner's Identification Card is valid. Approvals issued by the Department for the purchase of a firearm pursuant to this subsection are valid for 30 days from the date of issue.

(a-15) The provisions of subsection (a-10) of this Section do not apply to:

(1) transfers that occur at the place of business of a federally licensed firearm dealer, if the federally licensed firearm dealer conducts a background check on the prospective recipient of the firearm in accordance with Section 3.1 of this Act and follows all other applicable federal, State, and local laws as if he or she were the seller or transferor of the firearm, although the dealer is not required to accept the firearm into his or her inventory. The purchaser or transferee may be required by the federally licensed firearm dealer to pay a fee not to exceed \$10 per firearm, which the dealer may retain as compensation for performing the functions required under this paragraph, plus the applicable fees authorized by Section 3.1;

(2) transfers as a bona fide gift to the transferor's husband, wife, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, nephew, niece, uncle, aunt, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, or daughter-in-law;

(3) transfers by persons acting pursuant to operation of law or a court order;

(4) transfers on the grounds of a gun show under subsection (a-5) of this Section;

(5) the delivery of a firearm by its owner to a gunsmith for service or repair, the return of the firearm to its owner by the gunsmith, or the delivery of a firearm by a gunsmith to a federally licensed firearms dealer for service or repair and the return of the firearm to the gunsmith;

(6) temporary transfers that occur while in the home of the unlicensed transferee, if the unlicensed transferee is not otherwise prohibited from possessing firearms and the unlicensed transferee reasonably believes that possession of the firearm is necessary to prevent imminent death or great bodily harm to the unlicensed transferee;

(7) transfers to a law enforcement or corrections agency or a law enforcement or corrections officer acting within the course and scope of his or her official duties;

(8) transfers of firearms that have been rendered

permanently inoperable to a nonprofit historical society, museum, or institutional collection; and

(9) transfers to a person who is exempt from the requirement of possessing a Firearm Owner's Identification Card under Section 2 of this Act.

(a-20) The Department of State Police shall develop an Internet-based system for individuals to determine the validity of a Firearm Owner's Identification Card prior to the sale or transfer of a firearm. The Department shall have the Internet-based system completed and available for use by July 1, 2015. The Department shall adopt rules not inconsistent with this Section to implement this system.

(b) Any person within this State who transfers or causes to be transferred any firearm, stun gun, or taser shall keep a record of such transfer for a period of 10 years from the date of transfer. Such record shall contain the date of the transfer; the description, serial number or other information identifying the firearm, stun gun, or taser if no serial number is available; and, if the transfer was completed within this State, the transferee's Firearm Owner's Identification Card number and any approval number or documentation provided by the Department of State Police pursuant to subsection (a-10) of this Section; if the transfer was not completed within this State, the record shall contain the name and address of the transferee. On or after January 1, 2006, the record shall contain the date of application for transfer of the firearm. On

demand of a peace officer such transferor shall produce for inspection such record of transfer. If the transfer or sale took place at a gun show, the record shall include the unique identification number. Failure to record the unique identification number or approval number is a petty offense. For transfers of a firearm, stun gun, or taser made on or after the effective date of this amendatory Act of the 100th General Assembly, failure by the private seller to maintain the transfer records in accordance with this Section is a Class A misdemeanor for the first offense and a Class 4 felony for a second or subsequent offense. A transferee shall not be criminally liable under this Section provided that he or she provides the Department of State Police with the transfer records in accordance with procedures established by the Department. The Department shall establish, by rule, a standard form on its website.

(b-5) Any resident may purchase ammunition from a person within or outside of Illinois if shipment is by United States mail or by a private express carrier authorized by federal law to ship ammunition. Any resident purchasing ammunition within or outside the State of Illinois must provide the seller with a copy of his or her valid Firearm Owner's Identification Card or valid concealed carry license and either his or her Illinois driver's license or Illinois State Identification Card prior to the shipment of the ammunition. The ammunition may be shipped only to an address on either of those 2 documents.

(c) The provisions of this Section regarding the transfer of firearm ammunition shall not apply to those persons specified in paragraph (b) of Section 2 of this Act.

(Source: P.A. 98-508, eff. 8-19-13; 99-29, eff. 7-10-15.)

#### ARTICLE 20. SEVERABILITY

Section 20-97. Severability. The provisions of this Act are severable under Section 1.31 of the Statute on Statutes.



# Types of Federal Firearms Licenses (FFLs)

## WHAT IS AN FFL?

An individual who is licensed to engage in the business of manufacturing, importing and/or dealing in firearms. Persons must be licensed by ATF to engage in the business of firearms.

## TYPES OF FFLs



### Dealer

01

Dealer in firearms other than destructive devices

02

Pawnbroker in firearms other than destructive devices

09

Dealer in destructive devices

Other

03

Collector of curios and relics



### Manufacturer

06

Manufacturer of ammunition for firearms other than ammunition for destructive devices or armor piercing ammunition

07

Manufacturer of firearms other than destructive devices

10

Manufacturer of destructive devices, ammunition for destructive devices or armor piercing ammunition



### Importer

08

Importer of firearms or ammunition for firearms other than destructive devices or ammunition other than armor piercing ammunition

11

Importer of destructive devices, ammunition for destructive devices or armor piercing ammunition





# HOW TO BECOME A FEDERAL FIREARMS LICENSEE

## In 10 Easy Steps

Published by ATF on Mar. 22 2016



Decide to become  
a FFL.



Request the  
required forms  
from ATF.gov.



Instructions can be  
found here.



Complete & mail in an  
accurate application  
(ATF Form-7) with  
licensing fee to  
address on form.



The new license  
application is sent to  
your local ATF field  
office.



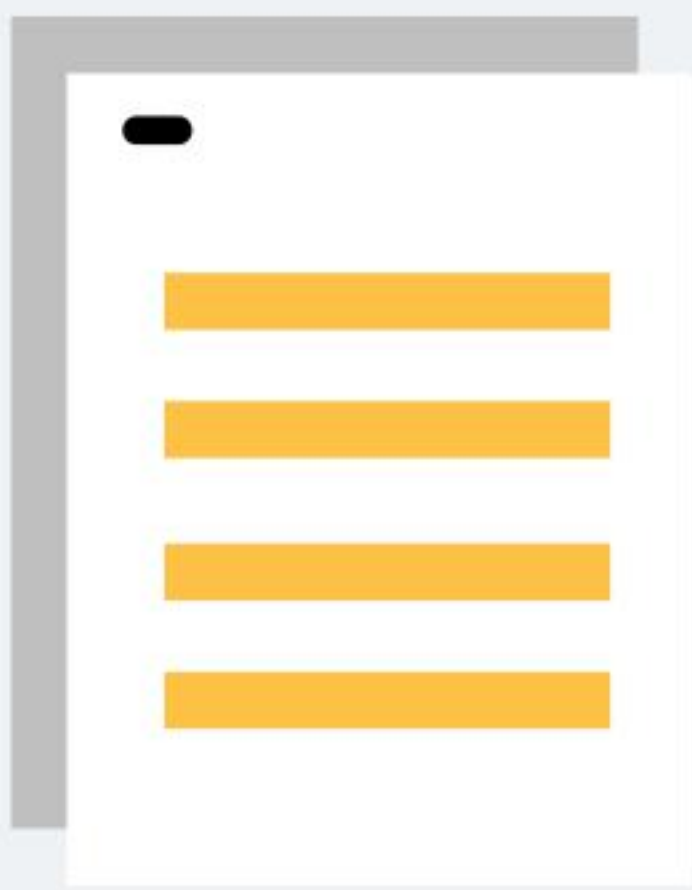
The FFLC conducts a  
background check on  
the "responsible  
persons."



Federal Firearms  
Licensing Center (FFLC)  
records the application  
information & reviews  
for correctness.



An Industry Operations  
Investigator (IOI)  
conducts an in-person  
interview with you.



The IOI prepares their  
report & makes a  
recommendation to  
issue or deny the license  
to the area supervisor.



The area supervisor  
reviews the report &  
submits his/her  
recommendation to  
the FFLC.



The entire process takes  
about 60 days from the  
time your correct  
application was 1st  
received.



Assuming all background checks have  
been completed & your business is in  
compliance with state & local law, the  
FFLC will issue the license.

[Learn more about the FFL Application Process here.](#)



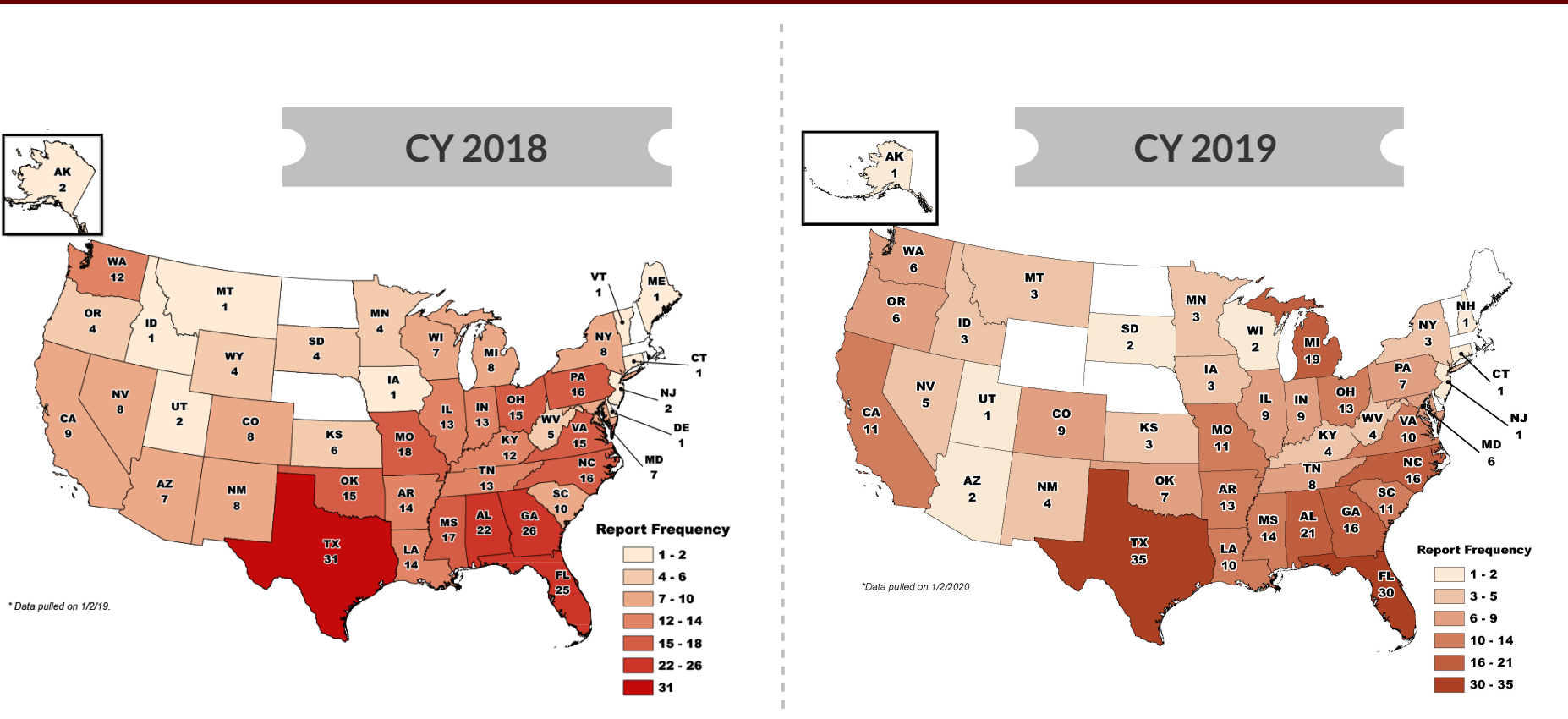


# Federal Firearms Licensee Burglary and Robbery Maps

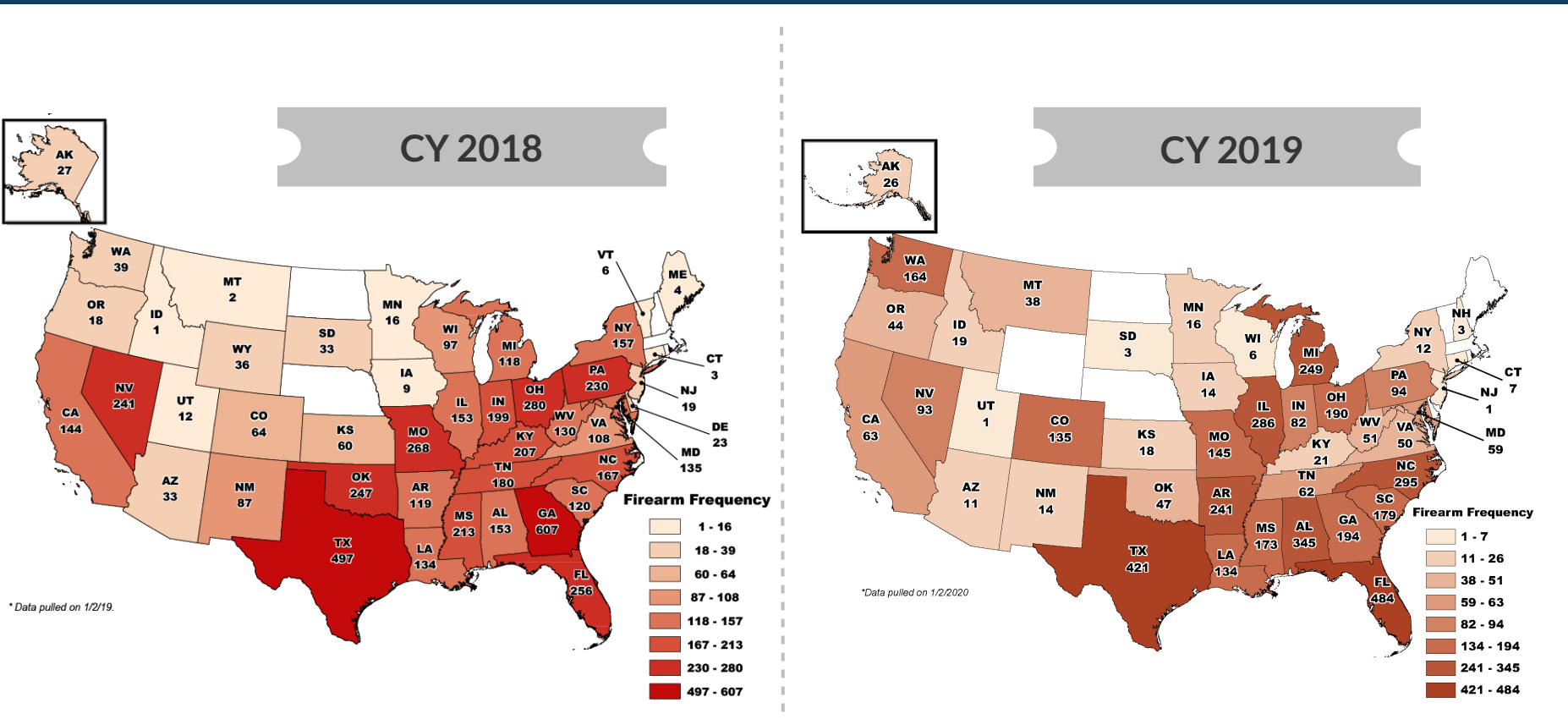
Calendar Year 2018 and 2019

How many FFL burglaries and robberies are reported to ATF?

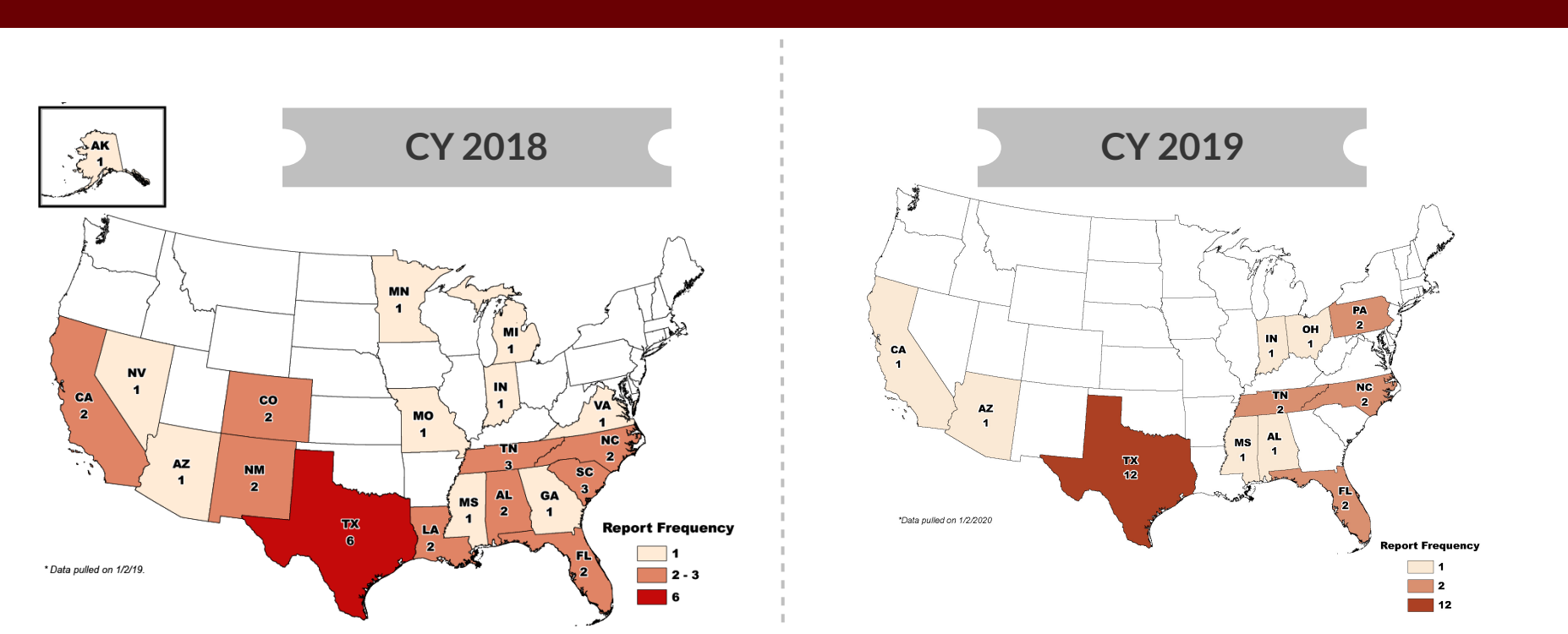
## FFL Burglaries: Calendar Year 2018 and 2019



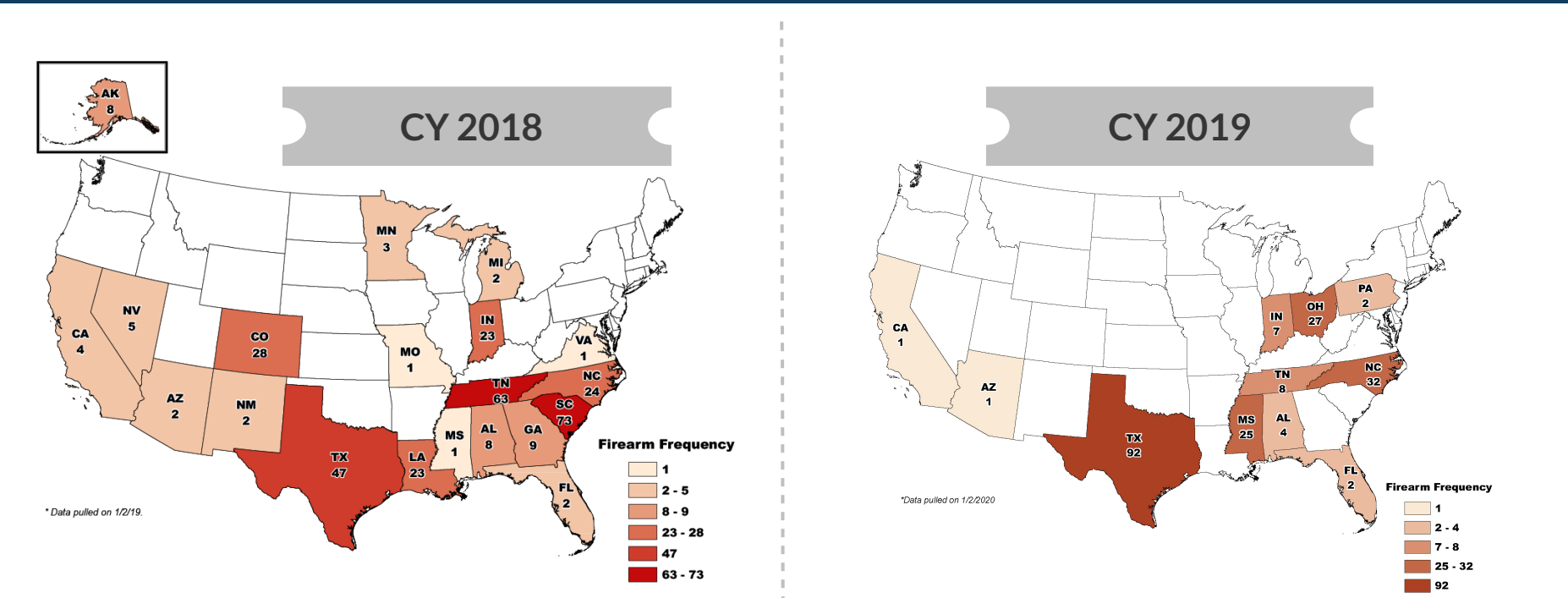
## Firearms Stolen During FFL Burglaries: Calendar Year 2018 and 2019



## FFL Robberies: Calendar Year 2018 and 2019



## Firearms Stolen During FFL Robberies: Calendar Year 2018 and 2019



[illegible]

### 10-3-9: HOME OCCUPATIONS:

The standards for home occupations are intended to ensure compatibility with other permitted uses and maintain the residential character of the surrounding residential uses. Any gainful activity which is not a permitted home occupation as defined in this zoning ordinance shall be considered a business use and is prohibited in a residence district. Any such use existing on the effective date of this zoning ordinance shall be subject to provisions of [chapter 15](#) of this title for the elimination of nonconforming use.

In all residence districts, any customary home occupation shall be permitted provided that:

- A. It is conducted entirely within the dwelling by the residents of the dwelling and when such home occupation is clearly incidental and secondary to the use of the dwelling for residential purposes.
- B. It is not conducted from a detached or attached accessory building, or require internal or external alteration, or involve construction features or use of equipment not customary in a dwelling, and the entrance to the space devoted to such occupation shall be from within the dwelling, and not more than twenty five percent (25%) of the floor area, including the lookout basement, of the dwelling shall be devoted to such home occupation. If more than one home occupation is operated in a residence, the combined total square footage devoted to all such home occupation shall not exceed twenty five percent (25%) of the floor area of the dwelling.
- C. There is no display or activity that will indicate from the exterior of the dwelling that it is being used in part for any use other than a dwelling, except one nameplate, no more than one square foot in area, which contains only the name of the occupant of the dwelling and the home occupation conducted therein and is attached to the dwelling and not illuminated.
- D. It is conducted only by the residents of the dwelling, plus only one additional person not living on the premises.
- E. No electrical or mechanical equipment is used, except such as is customarily used for purely domestic or household purposes.
- F. The home occupation shall not generate traffic or deliveries beyond what is normally expected in the zoning district in which it is located and off street parking for the occupational use shall be in accordance with the provisions of [chapter 16](#), "Off Street Parking And Loading", of this title.
- G. Limited amounts of goods, commodities or stock in trade shall be received, retained, used or stored on, or physically transferred from the premises. Jobbing, wholesale or retail businesses, unless conducted entirely by mail, electronically or telephone, is prohibited.
- H. Teaching of musical instruments and dancing shall be conducted only in a single-family detached dwelling and then to not more than two (2) pupils at one time, and academic or religious instructions may be given to not more than six (6) pupils at one time in a single-family detached dwelling, and not more than one pupil at one time in any other type dwelling unit.

I. No permitted home occupation(s) shall interfere with the reasonable use and enjoyment of adjacent residential properties, such as, but not limited to, those home occupations that create any form of electromagnetic interference or cause fluctuation in line voltage outside of the dwelling in which the home occupation is conducted.

J. The home occupation does not generate any solid waste or sewage discharge in a volume or type which is not normally associated with a residential use in the zoning district.

K. The home occupation does not involve any illegal activity.

L. In home daycare/childcare services are permitted as home occupations subject to the following provisions:

1. Any person operating an in home daycare/childcare service is required to obtain a license from the Illinois department of children and family services before commencing the operation of such service.
2. Any person operating an in home daycare/childcare service is also required to obtain an operational permit from the Bristol Kendall fire district.
3. In home daycare/childcare services are limited to no more than twelve (12) children under the age of twelve (12) at any one time, or obtain special use permit approval for additional children pursuant to [chapter 6](#) of this title.

M. **Firearm sale and manufacturing, provided that the homeowner has obtained: a federal firearms license and a firearm dealer license certification from the State of Illinois. Manufacturing of ammunition for retail sales shall be prohibited.**

N. The following home occupations are prohibited:

1. Manufacturing business;
2. Medical clinic or hospital;
3. Animal hospital or kennel (animal grooming services are permitted);
4. Restaurant;
5. Mortuary and funeral parlors;
6. Any activity that produces noxious matter or employs or produces flammable matter or is in violation of section [10-3-10](#) of this chapter. (Ord. 2014-73, 11-25-2014)



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Administration Committee #1

Tracking Number

ADM 2020-56

### Agenda Item Summary Memo

**Title:** Tax Levy Estimate

**Meeting and Date:** City Council – October 13, 2020

**Synopsis:** Please see attached memo.

### Council Action Previously Taken:

Date of Action: N/A Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval

**Submitted by:** Rob Fredrickson Finance  
Name Department

### Agenda Item Notes:

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# Memorandum

To: Administration Committee  
From: Rob Fredrickson, Finance Director  
Date: October 7, 2020  
Subject: 2020 Tax Levy Estimate

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## **Summary**

Approval of a 2020 tax levy estimate, for purposes of publishing a public notice for an upcoming public hearing.

## **Background**

Each year, the first step of the tax levy process involves adopting a tax levy estimate for purposes of holding a public hearing (if required). The estimated tax levy for the City and Library operations (capped taxes) is \$4,295,704, as shown on Exhibit A. The City's levy request totals \$3,419,922 and includes increment generated from new construction only. The Library operations levy is set at the max rate of \$0.15 per \$100 of EAV; however, due to the property tax extension limitation law (PTELL), staff would expect the actual Library tax levy to be lower.

### **2017 Tax Levy (FY 19) thru 2019 Tax Levy (FY 21 - current fiscal year)**

Beginning with the 2017 levy process, the City Council began to ease back into its past practice of marginally increasing the levy each year as allowed under PTELL. Pursuant to PTELL, two factors determine how much the City, as a non-home rule municipality, can increase its levy by each year: the equalized assessed valuation (EAV) of new construction and the year-over-year change in inflation (as measured by CPI). For the 2017 (collected in FY 19) and 2018 (collected in FY 20 – last fiscal year) levies the City Council chose to increase the levy by new construction only, thus foregoing the inflationary increment of the levy. For the 2019 levy (currently being collected in FY 21) the City Council decided to continue this practice, once again increasing the levy by new construction (\$96,055) only; and again, forfeiting the inflationary increment of \$61,591. As a result, most residents over the last three levy cycles should have seen the City portion of their property tax bill stay relatively the same or even decrease slightly, assuming that the change in EAV of their homes was less than the overall increase in EAV for all taxable property in the City.

### **2020 Tax Levy (FY 22 – next fiscal year)**

For this year's levy new construction EAV is currently estimated by Kendall County at \$13,701,537, which would generate additional property tax proceeds of \$82,059 for the City. As shown on Exhibit D, after two consecutive years of low inflation (levy years 2015-2016), CPI returned to more of a historical norm in 2017 of 2.1%. After holding right around 2.0% in levy years 2018 and 2019, CPI for 2020 has increased by 21%, to 2.3%. This inflationary portion of the levy equates to a projected increment of \$76,771, for an estimated grand total of \$158,830 in additional property taxes that could be levied under PTELL.

Based on the information presented above, it is the recommendation of staff that the City increase its levy only by the amount of incremental property taxes generated from new construction; which is currently estimated at \$82,059 (as shown on Exhibit C). While this will result in the City not levying approximately \$76,771 (CPI portion) under PTELL (which means this amount is lost for subsequent levy years), staff believes that this is a balanced approach; as it allows the City to marginally expand its tax base with minimal impact on homeowners. Depending on how the City Council decides to levy, either including incremental property taxes from both CPI and new construction or new construction only, will result in the City's portion of the levy either increasing by approximately 4.8% (Exhibit B) or 2.5% (Exhibit C).

For the 2020 levy year the City's contribution (i.e. actuarially determined funding policy contribution) for the Police Pension Fund is \$1,334,771 (Exhibit D – page 1), as calculated by the City's actuary, MWM Consulting Group. This is an increase of \$104,167 (8.5%) over the 2019 contribution amount of \$1,230,604. As mentioned at the previous City Council meeting, staff had initially used a placeholder of \$1.275 million based off the actuary's projections from a year ago. Now that the updated report has been received, staff has increased the City's Police Pension contribution by \$59,771, while decreasing the Corporate levy by the same amount to maintain parity in each of the exhibits (A thru C). The increase in the City's pension is primarily due to:

- A shrinking amortization period (i.e. as we get closer to the year 2040, there is less time to spread out the remaining costs associated with the unfunded liability).
- Normal costs continue to increase, as each year of additional service by current employees generates additional pension benefits.
- Strong equity returns in 2019 were stifled in the Spring of 2020, due to the onset of the COVID-19 pandemic. As shown on page 4 of the valuation report, the actual return for the Fund was a negative 1.13% v. its benchmark of positive 7.0%.

The current pension contribution amount of \$1,334,771 is calculated based on the assumption of a 100% funding level by the year 2040, pursuant to the City's pension funding policy. At this current funding level, this would result in the General Fund receiving \$22,105 less in property taxes in FY 22 than it did in FY 21. The City does have some flexibility regarding the funding level it chooses, as long as it does not go below a target of 90% by 2040, per State Statute. A reduced funding target, somewhere in a range between 90 to 99%, may better allow the City to strike a balance between adequately funding the pension fund and addressing the operational needs of the General Fund. Below is a summary that shows several 2020 contribution amounts for certain levels of 2040 funding targets (between 90 to 99%) and the corresponding gain or loss in property tax revenues to the General Fund (GF). A complete presentation of 2020 pension contribution amounts resulting from various 2040 funding targets have been attached as Exhibit G.

- 99% Funding Target - \$1,317,815 Contribution Amount. Impact on GF P-Tax – (\$5,150)
- 95% Funding Target - \$1,249,995 Contribution Amount. Impact on GF P-Tax - +\$62,671
- 90% Fund Target - \$1,165,219 Contribution Amount. Impact on GF P-Tax - +\$147,446

The current funding level of the Police Pension Fund is 49.1% (as calculated by dividing the actuarial value of assets of \$11,553,728 by the accrued liability of \$23,533,723), which is up from last year's funding level of 47.5%.

Looking back at the last four levy cycles, you may recall that a reoccurring policy question has been whether the City and Library levies should be combined or levied separately. In an effort to “level the playing field” by applying the same rules of property tax growth (lesser of CPI or 5%, plus new construction) to both entities, the City Council has chosen to levy the two entities separately since in 2016. Last year the 2019 Library Operations tax rate was capped at \$0.134 per \$100 of EAV, resulting in a property tax extension of \$739,084 for library operations. This was an increase of \$34,315 (4.9%) over the 2018 extended amount of \$704,769. For the 2020 levy staff recommends that Council continue with the practice of levying separately for the City and the Library, which is currently estimated to yield property taxes for library operations in the amount of \$774,251. This amount includes both CPI (\$16,999) and new construction (\$18,168) increments. Based on current EAV the library tax rate is estimated to be at \$0.133 per \$100 of EAV (max amount is \$0.15 per \$100 EAV) for the 2020 levy year, which is an increase of 4.8% (\$35,167) over the 2019 extension. The levy amount for the Library will be formally approved by the Board at their upcoming October 12<sup>th</sup> meeting.

The fiscal year 2021 (2019 levy) certification from the County Clerk is attached (Exhibit E). The first page contains all City (non-Library) taxes, and the second page contains Library taxes (operations and debt service for the 2006 & 2013 Refunding bonds).

The breakdown of the sublevies is attached for your review. These do not need to be formally decided upon until the City passes its levy ordinance in late November or early December. The County’s current EAV estimate is \$583,854,466, which is a 5.5% increase from last year. The abatement ordinances for the non-abated (uncapped) City property taxes should be voted on in December; however, the County will typically give an extension until late January/early February.

### **Homeowner Impact**

The property tax bill lists the City and the Library as two distinct itemized charges. Assuming the City levies for the new construction increment only (Exhibits A & C), the City’s (capped and uncapped) estimated levy extension is projected to increase by 2.5% for the 2020 levy year (payable in 2021). The Library (capped and uncapped) levy is projected to be 3.1% higher than the 2019 levy year extension (payable in 2020). Based on these two statements, the amount that each property owner pays to the City **should** be approximately \$13 higher than the prior year and the amount paid to the Library **should** be approximately \$8 higher than the prior year’s tax bill, assuming that their individual property’s EAV increases by the same percentage as overall EAV in the City (currently projected at 5.5% by Kendall County).



## **Recommendation**

The preliminary staff recommendations for aggregate levy amounts are below.

### **City Tax Levy**

	<b>2019 Levy Extension</b>	<b>2020 Maximum Levy (Estimate)</b>	<b>2020 Levy Recommended Amount</b>
<b>City Levy (Capped)</b>	\$3,337,863	\$3,496,692	\$3,419,922
<b>City Bonds (Uncapped)</b>	N / A	N / A	N / A
<b>Totals</b>	<b>\$3,337,863</b>	<b>\$3,496,692</b>	<b>\$3,419,922</b>

### **Library Tax Levy**

	<b>2019 Levy Extension</b>	<b>2020 Maximum Levy (Estimate)</b>	<b>2020 Levy Recommended Amount</b>
<b>Library Operations (Capped)</b>	\$739,084	\$875,782	\$875,782
<b>Library Bonds (Uncapped)</b>	827,103	840,225	840,225
<b>Totals</b>	<b>\$1,566,187</b>	<b>\$1,716,007</b>	<b>\$1,716,007</b>

In regard to the setting of a tax levy estimate, staff recommends the approval of Exhibit A; which shows the City's levy increasing by new construction only and sets the Library's levy at their ceiling rate of \$0.15 per \$100 of EAV for the purposes of setting a maximum levy amount for the public hearing. Once the public hearing has passed, City Council and the Library Board will have the ability to change (i.e. reduce) their respective levies in any manner deemed appropriate, as long as the levy amounts presented at the public hearing are not exceeded. Exhibit B is an estimate of how much the City could levy under PTELL (includes increases for both new construction & CPI) for a total of \$158,830 in additional property tax proceeds. Exhibit C, which is the staff recommended levy, proposes that the only enhancement to the City's levy would be the estimated new construction increment of \$82,059; hence foregoing the CPI increment of \$76,771 in subsequent tax years. As mentioned above, the tax levy estimate only sets the limit on the total amount of property taxes that can be levied. Individual sub-levies (corporate, police pension, etc.) can still be adjusted, provided they do not go over the maximum aggregate amount set by the tax levy estimate.

Furthermore, staff recommends that the City instruct the County Clerk to once again, levy separately for the City and the Library, so that both entities are held to the same rules when it comes to growth. Staff would propose to hold the public hearing at the October 27<sup>th</sup> City Council meeting.

## 2020 Tax Levy - Public Hearing

(Limiting Rate Applied to City & Library)

	<u>2018 Rate</u>	<u>% Change over Prior</u>
	<u>Setting EAV</u>	<u>Yr EAV</u>
Farm	\$ 3,202,140	3.86%
Residential	416,780,620	7.74%
Commercial	83,874,064	-0.12%
Industrial	15,386,433	0.24%
State Railroad	60,243	247.66%
<b>Total</b>	<b>\$ 519,303,500</b>	<b>6.14%</b>

	<u>2019 Rate</u>	<u>% Change over Prior</u>
	<u>Setting EAV</u>	<u>Yr EAV</u>
Farm	\$ 3,259,791	1.80%
Residential	450,745,939	8.15%
Commercial	83,974,878	0.12%
Industrial	15,509,884	0.80%
State Railroad	89,004	47.74%
<b>Total</b>	<b>\$ 553,579,496</b>	<b>6.60%</b>

	<u>2020</u>	<u>% Change over</u>
	<u>Estimated EAV</u>	<u>Prior Yr EAV</u>
Farm	\$ 3,376,732	3.59%
Residential	480,211,130	6.54%
Commercial	84,518,557	0.65%
Industrial	15,659,043	0.96%
State Railroad	89,004	0.00%
<b>Total</b>	<b>\$ 583,854,466</b>	<b>5.47%</b>

	<u>2018</u>	<u>2018</u>	<u>2018</u>
	<u>Rate</u>	<u>Levy Request</u>	<u>Levy Extension</u>
Corporate	0.19306	\$ 1,002,536	\$ 1,002,567
Bonds & Interest	0.00000	-	-
IMRF Pension	0.00000	-	-
Police Protection	0.17093	887,637	887,645
Police Pension	0.21404	1,111,484	1,111,517
Audit	0.00574	29,800	29,808
Liability Insurance	0.00771	40,000	40,038
Social Security	0.02889	150,000	150,027
School Crossing Guard	0.00386	20,000	20,045
Unemployment Insurance	0.00000	-	-
<b>Subtotal City</b>	<b>0.62423</b>	<b>\$ 3,241,457</b>	<b>\$ 3,241,648</b>
Library Operations	0.13573	\$ 725,000	\$ 704,769
Library Bonds & Interest	0.15350	797,012	797,038
<b>Subtotal Library</b>	<b>0.28923</b>	<b>\$ 1,522,012</b>	<b>\$ 1,501,807</b>
<b>Total City (PTELL &amp; Non-PTELL)</b>	<b>0.91346</b>	<b>\$ 4,763,469</b>	<b>\$ 4,743,456</b>
less Bonds & Interest	0.15350	797,012	797,038
<b>P-TELL Totals</b>	<b>0.75996</b>	<b>\$ 3,966,457</b>	<b>\$ 3,946,417</b>

	<u>2019</u>	<u>2019</u>	<u>2019</u>
	<u>Rate</u>	<u>Levy Request</u>	<u>Levy Extension</u>
Corporate	0.18111	\$ 1,002,536	\$ 1,002,588
Bonds & Interest	0.00000	-	-
IMRF Pension	0.00000	-	-
Police Protection	0.15618	864,563	864,580
Police Pension	0.22230	1,230,604	1,230,607
Audit	0.00542	30,000	30,004
Liability Insurance	0.00723	40,000	40,024
Social Security	0.02710	150,000	150,020
School Crossing Guard	0.00362	20,000	20,040
Unemployment Insurance	0.00000	-	-
<b>Subtotal City</b>	<b>0.60296</b>	<b>\$ 3,337,703</b>	<b>\$ 3,337,863</b>
Library Operations	0.13351	\$ 739,047	\$ 739,084
Library Bonds & Interest	0.14941	827,088	827,103
<b>Subtotal Library</b>	<b>0.28292</b>	<b>\$ 1,566,135</b>	<b>\$ 1,566,187</b>
<b>Total City (PTELL &amp; Non-PTELL)</b>	<b>0.88588</b>	<b>\$ 4,903,838</b>	<b>\$ 4,904,050</b>
less Bonds & Interest	0.14941	827,088	827,103
<b>P-TELL Totals</b>	<b>0.73647</b>	<b>\$ 4,076,750</b>	<b>\$ 4,076,947</b>

	<u>2020</u>	<u>2020</u>	<u>% Change over</u>	<u>\$ Change over</u>
	<u>Rate</u>	<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>
Corporate	0.16795	\$ 980,588	-2.19%	\$ (22,000)
Bonds & Interest	0.00000	-	-	-
IMRF Pension	0.00000	-	-	-
Police Protection	0.14808	864,563	0.00%	(17)
Police Pension	0.22861	1,334,771	8.46%	104,164
Audit	0.00514	30,000	-0.01%	(4)
Liability Insurance	0.00685	40,000	-0.06%	(24)
Social Security	0.02569	150,000	-0.01%	(20)
School Crossing Guard	0.00343	20,000	(0.00)	(40)
Unemployment Insurance	0.00000	-	-	-
<b>Subtotal City</b>	<b>0.58575</b>	<b>\$ 3,419,922</b>	<b>2.46%</b>	<b>82,059</b>
Library Operations	0.15000	\$ 875,782	18.50%	\$ 136,698
Library Bonds & Interest	0.14391	840,225	1.59%	13,122
<b>Subtotal Library</b>	<b>0.29391</b>	<b>\$ 1,716,007</b>	<b>9.57%</b>	<b>149,820</b>
<b>Total City (PTELL &amp; Non-PTELL)</b>	<b>0.87966</b>	<b>\$ 5,135,929</b>	<b>4.73%</b>	<b>\$ 231,879</b>
less Bonds & Interest	0.14391	840,225	1.59%	13,122
<b>P-TELL Totals</b>	<b>0.73575</b>	<b>\$ 4,295,704</b>	<b>5.37%</b>	<b>\$ 218,757</b>

## 2020 Tax Levy - Public Hearing

(Limiting Rate Applied to City & Library)

								% Inc(Dec) Over	\$ Inc(Dec) Over
	<u>2018 Requested</u>	<u>2018 Extended</u>		<u>2019 Requested</u>	<u>2019 Extended</u>		<u>2020 Requested</u>	<u>Prior Yr Extended</u>	<u>Prior Yr Extended</u>
City	\$ 2,129,973	\$ 2,130,131	City	\$ 2,107,099	\$ 2,107,256	City	\$ 2,085,151	-1.05%	\$ (22,105)
Library	725,000	704,769	Library	739,047	739,084	Library	875,782	18.50%	136,698
Police Pension	1,111,484	1,111,517	Police Pension	1,230,604	1,230,607	Police Pension	1,334,771	8.46%	104,164
City Debt Service	-	-	City Debt Service	-	-	City Debt Service	-	-	-
Library Debt Service	<u>797,012</u>	<u>797,038</u>	Library Debt Service	<u>827,088</u>	<u>827,103</u>	Library Debt Service	<u>840,225</u>	<u>1.59%</u>	<u>13,122</u>
<b>Total</b>	<b>\$ 4,763,469</b>	<b>\$ 4,743,456</b>	<b>Total</b>	<b>\$ 4,903,838</b>	<b>\$ 4,904,050</b>	<b>Total</b>	<b>\$ 5,135,929</b>	<b>4.73%</b>	<b>\$ 231,879</b>
less Bonds & Interest	<u>797,012</u>	<u>797,038</u>	less Bonds & Interest	<u>827,088</u>	<u>827,103</u>	less Bonds & Interest	<u>840,225</u>	<u>1.59%</u>	<u>13,122</u>
<b>PTELL Subtotal</b>	<b>\$ 3,966,457</b>	<b>\$ 3,946,417</b>	<b>PTELL Subtotal</b>	<b>\$ 4,076,750</b>	<b>\$ 4,076,947</b>	<b>PTELL Subtotal</b>	<b>\$ 4,295,704</b>	<b>5.37%</b>	<b>\$ 218,757</b>
<i>City (excluding Debt Service)</i>	<i>\$ 3,241,457</i>	<i>\$ 3,241,648</i>	<i>City (excluding Debt Service)</i>	<i>\$ 3,337,703</i>	<i>\$ 3,337,863</i>	<i>City (excluding Debt Service)</i>	<i>\$ 3,419,922</i>	<i>2.46%</i>	<i>\$ 82,059</i>
<i>Lib (excluding Debt Service)</i>	<i>725,000</i>	<i>704,769</i>	<i>Lib (excluding Debt Service)</i>	<i>739,047</i>	<i>739,084</i>	<i>Lib (excluding Debt Service)</i>	<i>875,782</i>	<i>18.50%</i>	<i>136,698</i>

# 2020 Tax Levy - Estimated CPI and New Construction Increments

(Limiting Rate Applied to City & Library)

	2018 Rate		% Change over Prior			2019 Rate		% Change over Prior			2020		% Change over	
	<u>Setting EAV</u>		<u>Yr EAV</u>			<u>Setting EAV</u>		<u>Yr EAV</u>			<u>Estimated EAV</u>		<u>Prior Yr EAV</u>	
Farm	\$	3,202,140		3.86%	Farm	\$	3,259,791		1.80%	Farm	\$	3,376,732		3.59%
Residential		416,780,620		7.74%	Residential		450,745,939		8.15%	Residential		480,211,130		6.54%
Commercial		83,874,064		-0.12%	Commercial		83,974,878		0.12%	Commercial		84,518,557		0.65%
Industrial		15,386,433		0.24%	Industrial		15,509,884		0.80%	Industrial		15,659,043		0.96%
State Railroad		60,243		247.66%	State Railroad		89,004		47.74%	State Railroad		89,004		0.00%
<b>Total</b>	<b>\$</b>	<b>519,303,500</b>		<b>6.14%</b>	<b>Total</b>	<b>\$</b>	<b>553,579,496</b>		<b>6.60%</b>	<b>Total</b>	<b>\$</b>	<b>583,854,466</b>		<b>5.47%</b>

	2018	2018	2018		2019	2019	2019		2020	2020	% Change over	\$ Change over
	<u>Rate</u>	<u>Levy Request</u>	<u>Levy Extension</u>		<u>Rate</u>	<u>Levy Request</u>	<u>Levy Extension</u>		<u>Rate</u>	<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>
Corporate	0.19306	\$ 1,002,536	\$ 1,002,567		0.18111	\$ 1,002,536	\$ 1,002,588		0.18110	\$ 1,057,358	5.46%	\$ 54,770
Bonds & Interest	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
IMRF Pension	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
Police Protection	0.17093	887,637	887,645		0.15618	864,563	864,580		0.14808	864,563	0.00%	(17)
Police Pension	0.21404	1,111,484	1,111,517		0.22230	1,230,604	1,230,607		0.22861	1,334,771	8.46%	104,164
Audit	0.00574	29,800	29,808		0.00542	30,000	30,004		0.00514	30,000	-0.01%	(4)
Liability Insurance	0.00771	40,000	40,038		0.00723	40,000	40,024		0.00685	40,000	-0.06%	(24)
Social Security	0.02889	150,000	150,027		0.02710	150,000	150,020		0.02569	150,000	-0.01%	(20)
School Crossing Guard	0.00386	20,000	20,045		0.00362	20,000	20,040		0.00343	20,000	(0.00)	(40)
Unemployment Insurance	0.00000	-	-		0.00000	-	-		0.00000	-	-	-
<b>Subtotal City</b>	<b>0.62423</b>	<b>\$ 3,241,457</b>	<b>\$ 3,241,648</b>		<b>0.60296</b>	<b>\$ 3,337,703</b>	<b>\$ 3,337,863</b>		<b>0.59890</b>	<b>\$ 3,496,692</b>	<b>4.76%</b>	<b>158,829</b>
Library Operations	0.13573	\$ 725,000	\$ 704,769		0.13351	\$ 739,047	\$ 739,084		0.13261	\$ 774,251	4.76%	\$ 35,167
Library Bonds & Interest	0.15350	797,012	797,038		0.14941	827,088	827,103		0.14391	840,225	1.59%	13,122
<b>Subtotal Library</b>	<b>0.28923</b>	<b>\$ 1,522,012</b>	<b>\$ 1,501,807</b>		<b>0.28292</b>	<b>\$ 1,566,135</b>	<b>\$ 1,566,187</b>		<b>0.27652</b>	<b>\$ 1,614,476</b>	<b>3.08%</b>	<b>48,289</b>
<b>Total City (PTELL &amp; Non-PTELL)</b>	<b>0.91346</b>	<b>\$ 4,763,469</b>	<b>\$ 4,743,456</b>		<b>0.88588</b>	<b>\$ 4,903,838</b>	<b>\$ 4,904,050</b>		<b>0.87542</b>	<b>\$ 5,111,168</b>	<b>4.22%</b>	<b>\$ 207,118</b>
less Bonds & Interest	0.15350	797,012	797,038		0.14941	827,088	827,103		0.14391	840,225	1.59%	13,122
<b>P-TELL Totals</b>	<b>0.75996</b>	<b>\$ 3,966,457</b>	<b>\$ 3,946,417</b>		<b>0.73647</b>	<b>\$ 4,076,750</b>	<b>\$ 4,076,947</b>		<b>0.73151</b>	<b>\$ 4,270,943</b>	<b>4.76%</b>	<b>\$ 193,996</b>

## 2020 Tax Levy - Estimated CPI and New Construction Increments

(Limiting Rate Applied to City & Library)

		<u>2018 Requested</u>	<u>2018 Extended</u>			<u>2019 Requested</u>	<u>2019 Extended</u>			<u>2020 Requested</u>	% Inc(Dec) Over <u>Prior Yr Extended</u>	\$ Inc(Dec) Over <u>Prior Yr Extended</u>
City	\$	2,129,973	\$ 2,130,131	City	\$	2,107,099	\$ 2,107,256	City	\$	2,161,921	2.59%	\$ 54,665
Library		725,000	704,769	Library		739,047	739,084	Library		774,251	4.76%	35,167
Police Pension		1,111,484	1,111,517	Police Pension		1,230,604	1,230,607	Police Pension		1,334,771	8.46%	104,164
City Debt Service		-	-	City Debt Service		-	-	City Debt Service		-	-	-
Library Debt Service		797,012	797,038	Library Debt Service		827,088	827,103	Library Debt Service		840,225	1.59%	13,122
<b>Total</b>	<b>\$</b>	<b>4,763,469</b>	<b>\$ 4,743,456</b>	<b>Total</b>	<b>\$</b>	<b>4,903,838</b>	<b>\$ 4,904,050</b>	<b>Total</b>	<b>\$</b>	<b>5,111,168</b>	<b>4.22%</b>	<b>\$ 207,118</b>
less Bonds & Interest		797,012	797,038	less Bonds & Interest		827,088	827,103	less Bonds & Interest		840,225	1.59%	13,122
<b>PTELL Subtotal</b>	<b>\$</b>	<b>3,966,457</b>	<b>\$ 3,946,417</b>	<b>PTELL Subtotal</b>	<b>\$</b>	<b>4,076,750</b>	<b>\$ 4,076,947</b>	<b>PTELL Subtotal</b>	<b>\$</b>	<b>4,270,943</b>	<b>4.76%</b>	<b>\$ 193,996</b>
<i>City (excluding Debt Service)</i>	<i>\$</i>	<i>3,241,457</i>	<i>\$ 3,241,648</i>	<i>City (excluding Debt Service)</i>	<i>\$</i>	<i>3,337,703</i>	<i>\$ 3,337,863</i>	<i>City (excluding Debt Service)</i>	<i>\$</i>	<i>3,496,692</i>	<i>4.76%</i>	<i>\$ 158,829</i>
<i>Lib (excluding Debt Service)</i>		<i>725,000</i>	<i>704,769</i>	<i>Lib (excluding Debt Service)</i>		<i>739,047</i>	<i>739,084</i>	<i>Lib (excluding Debt Service)</i>		<i>774,251</i>	<i>4.76%</i>	<i>35,167</i>

## 2020 Estimated Tax Levy - New Construction Increment Only

(Limiting Rate Applied to City & Library)

		<u>2018 Rate</u>	<u>% Change over Prior</u>			<u>2019 Rate</u>	<u>% Change over Prior</u>			<u>2020</u>	<u>% Change over</u>					
		<u>Setting EAV</u>	<u>Yr EAV</u>			<u>Setting EAV</u>	<u>Yr EAV</u>			<u>Estimated EAV</u>	<u>Prior Yr EAV</u>					
Farm	\$	3,202,140	3.86%	Farm	\$	3,259,791	1.80%	Farm	\$	3,376,732	3.59%					
Residential		416,780,620	7.74%	Residential		450,745,939	8.15%	Residential		480,211,130	6.54%					
Commercial		83,874,064	-0.12%	Commercial		83,974,878	0.12%	Commercial		84,518,557	0.65%					
Industrial		15,386,433	0.24%	Industrial		15,509,884	0.80%	Industrial		15,659,043	0.96%					
State Railroad		60,243	247.66%	State Railroad		89,004	47.74%	State Railroad		89,004	0.00%					
<b>Total</b>	<b>\$</b>	<b>519,303,500</b>	6.14%	<b>Total</b>	<b>\$</b>	<b>553,579,496</b>	6.60%	<b>Total</b>	<b>\$</b>	<b>583,854,466</b>	5.47%					
		<u>2018</u>	<u>2018</u>	<u>2018</u>			<u>2019</u>	<u>2019</u>	<u>2019</u>	<u>2020</u>	<u>2020</u>	<u>% Change over</u>	<u>\$ Change over</u>			
		<u>Rate</u>	<u>Levy Request</u>	<u>Levy Extension</u>			<u>Rate</u>	<u>Levy Request</u>	<u>Levy Extension</u>	<u>Rate</u>	<u>Levy Request</u>	<u>Prior Yr Ext.</u>	<u>Prior Yr Ext.</u>			
Corporate	0.19306	\$	1,002,536	\$	1,002,567	0.18111	\$	1,002,536	\$	1,002,588	0.16795	\$	980,588	-2.19%	\$	(22,000)
Bonds & Interest	0.00000		-		-	0.00000		-		-	0.00000		-		-	-
IMRF Pension	0.00000		-		-	0.00000		-		-	0.00000		-		-	-
Police Protection	0.17093		887,637		887,645	0.15618		864,563		864,580	0.14808		864,563	0.00%		(17)
Police Pension	0.21404		1,111,484		1,111,517	0.22230		1,230,604		1,230,607	0.22861		1,334,771	8.46%		104,164
Audit	0.00574		29,800		29,808	0.00542		30,000		30,004	0.00514		30,000	-0.01%		(4)
Liability Insurance	0.00771		40,000		40,038	0.00723		40,000		40,024	0.00685		40,000	-0.06%		(24)
Social Security	0.02889		150,000		150,027	0.02710		150,000		150,020	0.02569		150,000	-0.01%		(20)
School Crossing Guard	0.00386		20,000		20,045	0.00362		20,000		20,040	0.00343		20,000	(0.00)		(40)
Unemployment Insurance	0.00000		-		-	0.00000		-		-	0.00000		-		-	-
<b>Subtotal City</b>	<b>0.62423</b>	<b>\$</b>	<b>3,241,457</b>	<b>\$</b>	<b>3,241,648</b>	<b>0.60296</b>	<b>\$</b>	<b>3,337,703</b>	<b>\$</b>	<b>3,337,863</b>	<b>0.58575</b>	<b>\$</b>	<b>3,419,922</b>	<b>2.46%</b>		<b>82,059</b>
Library Operations	0.13573	\$	725,000	\$	704,769	0.13351	\$	739,047	\$	739,084	0.12970	\$	757,252	2.46%	\$	18,168
Library Bonds & Interest	0.15350		797,012		797,038	0.14941		827,088		827,103	0.14391		840,225	1.59%		13,122
<b>Subtotal Library</b>	<b>0.28923</b>	<b>\$</b>	<b>1,522,012</b>	<b>\$</b>	<b>1,501,807</b>	<b>0.28292</b>	<b>\$</b>	<b>1,566,135</b>	<b>\$</b>	<b>1,566,187</b>	<b>0.27361</b>	<b>\$</b>	<b>1,597,477</b>	<b>2.00%</b>		<b>31,290</b>
<b>Total City (PTELL &amp; Non-PTELL)</b>	<b>0.91346</b>	<b>\$</b>	<b>4,763,469</b>	<b>\$</b>	<b>4,743,456</b>	<b>0.88588</b>	<b>\$</b>	<b>4,903,838</b>	<b>\$</b>	<b>4,904,050</b>	<b>0.85936</b>	<b>\$</b>	<b>5,017,399</b>	<b>2.31%</b>	<b>\$</b>	<b>113,349</b>
less Bonds & Interest	0.15350		797,012		797,038	0.14941		827,088		827,103	0.14391		840,225	1.59%		13,122
<b>P-TELL Totals</b>	<b>0.75996</b>	<b>\$</b>	<b>3,966,457</b>	<b>\$</b>	<b>3,946,417</b>	<b>0.73647</b>	<b>\$</b>	<b>4,076,750</b>	<b>\$</b>	<b>4,076,947</b>	<b>0.71545</b>	<b>\$</b>	<b>4,177,174</b>	<b>2.46%</b>	<b>\$</b>	<b>100,227</b>

## 2020 Estimated Tax Levy - New Construction Increment Only

(Limiting Rate Applied to City & Library)

		<u>2018 Requested</u>	<u>2018 Extended</u>			<u>2019 Requested</u>	<u>2019 Extended</u>			<u>2020 Requested</u>	% Inc(Dec) Over <u>Prior Yr Extended</u>	\$ Inc(Dec) Over <u>Prior Yr Extended</u>
City	\$	2,129,973	\$ 2,130,131	City	\$	2,107,099	\$ 2,107,256	City	\$	2,085,151	-1.05%	\$ (22,105)
Library		725,000	704,769	Library		739,047	739,084	Library		757,252	2.46%	18,168
Police Pension		1,111,484	1,111,517	Police Pension		1,230,604	1,230,607	Police Pension		1,334,771	8.46%	104,164
City Debt Service		-	-	City Debt Service		-	-	City Debt Service		-	-	-
Library Debt Service		<u>797,012</u>	<u>797,038</u>	Library Debt Service		<u>827,088</u>	<u>827,103</u>	Library Debt Service		<u>840,225</u>	<u>1.59%</u>	<u>13,122</u>
<b>Total</b>	<b>\$</b>	<b>4,763,469</b>	<b>\$ 4,743,456</b>	<b>Total</b>	<b>\$</b>	<b>4,903,838</b>	<b>\$ 4,904,050</b>	<b>Total</b>	<b>\$</b>	<b>5,017,399</b>	<b>2.31%</b>	<b>\$ 113,349</b>
less Bonds & Interest		<u>797,012</u>	<u>797,038</u>	less Bonds & Interest		<u>827,088</u>	<u>827,103</u>	less Bonds & Interest		<u>840,225</u>	<u>1.59%</u>	<u>13,122</u>
<b>PTELL Subtotal</b>	<b>\$</b>	<b>3,966,457</b>	<b>\$ 3,946,417</b>	<b>PTELL Subtotal</b>	<b>\$</b>	<b>4,076,750</b>	<b>\$ 4,076,947</b>	<b>PTELL Subtotal</b>	<b>\$</b>	<b>4,177,174</b>	<b>2.46%</b>	<b>\$ 100,227</b>
<i>City (excluding Debt Service)</i>	<i>\$</i>	<i>3,241,457</i>	<i>\$ 3,241,648</i>	<i>City (excluding Debt Service)</i>	<i>\$</i>	<i>3,337,703</i>	<i>\$ 3,337,863</i>	<i>City (excluding Debt Service)</i>	<i>\$</i>	<i>3,419,922</i>	<i>2.46%</i>	<i>\$ 82,059</i>
<i>Lib (excluding Debt Service)</i>		<i>725,000</i>	<i>704,769</i>	<i>Lib (excluding Debt Service)</i>		<i>739,047</i>	<i>739,084</i>	<i>Lib (excluding Debt Service)</i>		<i>757,252</i>	<i>2.46%</i>	<i>18,168</i>

Illinois Dept. of Revenue  
History of CPI's Used for the PTELL  
01/14/2020

Exhibit D

Year	December CPI-U	% Change From Previous December	% Use for PTELL	Comments	Levy Year	Years Taxes Paid
1991	137.900	--				
1992	141.900	2.9%	2.9%		1993	1994
1993	145.800	2.7%	2.7%	(5 % for Cook)	1994	1995
1994	149.700	2.7%	2.7%		1995	1996
1995	153.500	2.5%	2.5%		1996	1997
1996	158.960	3.6%	3.6%		1997	1998
1997	161.300	1.5%	1.5%		1998	1999
1998	163.900	1.6%	1.6%		1999	2000
1999	168.300	2.7%	2.7%		2000	2001
2000	174.000	3.4%	3.4%		2001	2002
2001	176.700	1.6%	1.6%		2002	2003
2002	180.900	2.4%	2.4%		2003	2004
2003	184.300	1.9%	1.9%		2004	2005
2004	190.300	3.3%	3.3%		2005	2006
2005	196.800	3.4%	3.4%		2006	2007
2006	201.800	2.5%	2.5%		2007	2008
2007	210.036	4.08%	4.1%		2008	2009
2008	210.228	0.1%	0.1%		2009	2010
2009	215.949	2.7%	2.7%		2010	2011
2010	219.179	1.5%	1.5%		2011	2012
2011	225.672	3.0%	3.0%		2012	2013
2012	229.601	1.7%	1.7%		2013	2014
2013	233.049	1.5%	1.5%		2014	2015
2014	234.812	0.8%	0.8%		2015	2016
2015	236.525	0.7%	0.7%		2016	2017
2016	241.432	2.1%	2.1%		2017	2018
2017	246.524	2.1%	2.1%		2018	2019
2018	251.233	1.9%	1.9%		2019	2020
2019	256.974	2.3%	2.3%		2020	2021



# Tax Computation Report Kendall County

Exhibit E

Taxing District VCYY - CITY OF YORKVILLE

Equalization Factor 1.000000

Property Type	Total EAV	Rate Setting EAV
Farm	3,275,608	3,259,791
Residential	451,228,126	450,745,939
Commercial	86,212,091	83,974,878
Industrial	15,510,123	15,509,884
Mineral	0	0
State Railroad	89,004	89,004
Local Railroad	0	0
<b>County Total</b>	<b>556,314,952</b>	<b>553,579,496</b>
<b>Total + Overlap</b>	<b>556,314,952</b>	<b>553,579,496</b>

PTELL Values	
Annexation EAV	0
Disconnection EAV	0
Recovered TIF EAV	0
Agg. Ext. Base (2018)	3,241,648
Limiting Rate	0.61679
% of Burden	0.00%
TIF Increment	2,735,456
New Property	18,026,355
New Property (Overlap)	0
<b>Total New Property</b>	<b>18,026,355</b>

## Road and Bridge Transfer

Road District	Fund	Amount Extended
TTBRRD - BRISTOL ROAD DISTRI	999	\$1,060.29
TTKERD - KENDALL ROAD DISTR	999	\$51,371.52
<b>Total</b>		<b>\$52,431.81</b>

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden Rate	Kendall County Total Extension	Percent
** 001 CORPORATE	1,002,536	0.43750	0.181101	0.18111	\$1,002,587.83	1.00000	0.18111	0.00000	\$1,002,587.83	30.0368
003 BONDS & INTEREST	0	0.00000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
** 005 I.M.R.F	0	0.00000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
** 014 POLICE PROTECTION	864,563	0.60000	0.156177	0.15618	\$864,580.46	1.00000	0.15618	0.00000	\$864,580.46	25.9022
** 015 POLICE PENSION	1,230,604	0.00000	0.222299	0.22230	\$1,230,607.22	1.00000	0.22230	0.00000	\$1,230,607.22	36.8681
** 025 GARBAGE	0	0.20000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
** 027 AUDIT	30,000	0.00000	0.005419	0.00542	\$30,004.01	1.00000	0.00542	0.00000	\$30,004.01	0.8989
** 035 LIABILITY INSURANCE	40,000	0.00000	0.007226	0.00723	\$40,023.80	1.00000	0.00723	0.00000	\$40,023.80	1.1991
** 047 SOC SEC	150,000	0.00000	0.027096	0.02710	\$150,020.04	1.00000	0.02710	0.00000	\$150,020.04	4.4945
** 048 SCHOOL CROSS GUARD	20,000	0.02000	0.003613	0.00362	\$20,039.58	1.00000	0.00362	0.00000	\$20,039.58	0.6004
** 060 UNEMPLOYMENT INS	0	0.00000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
** 999 ROAD & BRIDGE TRANSFE	0	0.00000	0.000000	0.00000	\$0.00	1.00000	0.00000	0.00000	\$0.00	0.0000
<b>Totals (Capped)</b>	<b>3,337,703</b>		<b>0.602931</b>	<b>0.60296</b>	<b>\$3,337,862.94</b>		<b>0.60296</b>	<b>0.00000</b>	<b>\$3,337,862.94</b>	<b>100.0000</b>
<b>Totals (Not Capped)</b>	<b>0</b>		<b>0.000000</b>	<b>0.00000</b>	<b>\$0.00</b>		<b>0.00000</b>	<b>0.00000</b>	<b>\$0.00</b>	<b>0.0000</b>
<b>Totals (All)</b>	<b>3,337,703</b>		<b>0.602931</b>	<b>0.60296</b>	<b>\$3,337,862.94</b>		<b>0.60296</b>	<b>0.00000</b>	<b>\$3,337,862.94</b>	<b>100.0000</b>

\*\* Subject to PTELL



# Tax Computation Report Kendall County

Exhibit E - continued

Taxing District LYYV YORKVILLE LIBRARY			Equalization Factor 1.000000	
Property Type	Total EAV	Rate Setting EAV	PTELL Values	
Farm	3,275,608	3,259,791	Annexation EAV	0
Residential	451,228,126	450,745,939	Disconnection EAV	0
Commercial	86,212,091	83,974,878	Recovered TIF EAV	0
Industrial	15,510,123	15,509,884	Agg. Ext. Base (2018)	704,769
Mineral	0	0	Limiting Rate	0.13410
State Railroad	89,004	89,004	% of Burden	0.00%
Local Railroad	0	0	TIF Increment	2,735,456
<b>County Total</b>	<b>556,314,952</b>	<b>553,579,496</b>	New Property	18,026,355
<b>Total + Overlap</b>	<b>556,314,952</b>	<b>553,579,496</b>	New Property (Overlap)	0
			<b>Total New Property</b>	<b>18,026,355</b>

Fund/Name	Levy Request	Max. Rate	Calc. Rate	Actual Rate	Non-PTELL Extension	PTELL Factor	Limited Rate	% Burden Rate	Kendall County Total Extension	Percent
003 BONDS & INTEREST	827,088	0.00000	0.149407	0.14941	\$827,103.12	1.00000	0.14941	0.00000	\$827,103.12	52.8100
** 016 LIBRARY	739,047	0.15000	0.133503	0.13351	\$739,083.99	1.00000	0.13351	0.00000	\$739,083.99	47.1900
<b>Totals (Capped)</b>	<b>739,047</b>		<b>0.133503</b>	<b>0.13351</b>	<b>\$739,083.99</b>		<b>0.13351</b>	<b>0.00000</b>	<b>\$739,083.99</b>	<b>47.1900</b>
<b>Totals (Not Capped)</b>	<b>827,088</b>		<b>0.149407</b>	<b>0.14941</b>	<b>\$827,103.12</b>		<b>0.14941</b>	<b>0.00000</b>	<b>\$827,103.12</b>	<b>52.8100</b>
<b>Totals (All)</b>	<b>1,566,135</b>		<b>0.282910</b>	<b>0.28292</b>	<b>\$1,566,187.11</b>		<b>0.28292</b>	<b>0.00000</b>	<b>\$1,566,187.11</b>	<b>100.0000</b>

\*\* Subject to PTELL

DRAFT

# Actuarial Valuation

*City of Yorkville*

*Yorkville Police Pension Fund*

*As of May 1, 2020*

*For the Year Ending April 30, 2021*



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#### SECTION 5

## Section 1: Summary of Principal Valuation Results

MWM Consulting Group was retained to prepare an actuarial valuation as of May 1, 2020 for the Yorkville Police Pension Fund. The purpose of the actuarial valuation was to determine the financial position and the annual actuarial requirements of the pension fund under Illinois statute 40 ILCS 5/3, Section 125, and to develop a recommended minimum contribution amount.

For quick reference, some of the key results of the valuation, along with selected financial and demographic information for the year ending April 30, 2021 are summarized in this overview section along with (for comparison) the results from the prior year.

<b>CONTRIBUTIONS</b>  <i>The plan sponsor must contribute at least the statutorily required minimum contribution under Illinois statutes equal to the normal cost plus the amount necessary to amortize the unfunded accrued liability such that by 2040, the liabilities will be 90% funded.</i>  <i>Other contribution amounts are shown including Funding Policy Contribution and the contribution required to prevent negative funding.</i>	Item	Current Valuation as of 5/1/2020	Prior Year Valuation as of 5/1/2019
	Contribution Required To Prevent Negative Funding	\$1,310,260 (49.8%)	\$1,230,604 (50.2%)
	Actuarially Determined Funding Policy Contribution	\$1,334,771 (50.7%)	\$1,226,371 (50.1%)
	Statutory Minimum Contribution per 40 ILCS 5/3 Section 125	\$1,128,201 (42.9%)	\$1,035,331 (42.3%)
	<i>( ) amounts expressed as a percentage of payroll</i>		

<b>STATUTORY MINIMUM FUNDING COST ELEMENTS</b>  <i>Illinois statutes require employers to contribute at least the amount necessary such that assets will equal at least 90% of the accrued liability by 2040. The minimum amount is determined under the Projected Unit Credit funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount.</i>	Item	Current Valuation as of 5/1/2020	Prior Year Valuation as of 5/1/2019
	Accrued Liability	\$ 22,452,270	\$ 21,273,616
	Market Value of Assets	\$ 10,864,983	\$ 10,403,718
	Actuarial (Smoothed) Value of Assets	\$ 11,553,728	\$ 10,501,652
	Normal Cost (employer)	\$ 454,684	\$ 389,134
	Amortization Amount	\$ 582,651	\$ 562,586
	Statutory Minimum Contribution	\$ 1,128,201	\$ 1,035,331

<b>FUNDING POLICY CONTRIBUTION COST ELEMENTS</b>  <i>The funding policy contribution amount is determined under the Entry Age Normal funding method, with smoothed assets, and is equal to the normal cost plus the amortization amount. 100% of the unfunded liability is amortized as a level percentage of pay on a closed basis over 20 years.</i>	Item	Current Valuation as of 5/1/2020	Prior Year Valuation as of 5/1/2019
	Accrued Liability	\$ 23,533,723	\$ 22,102,523
	Market Value of Assets	\$ 10,864,983	\$ 10,403,718
	Actuarial (Smoothed) Value of Assets	\$ 11,553,728	\$ 10,501,652
	Normal Cost (employer)	\$ 423,745	\$ 375,283
	Amortization Amount	\$ 806,646	\$ 754,979
	Actuarially Determined Funding Policy Contribution	\$ 1,334,771	\$ 1,226,371

<b>AMOUNT REQUIRED TO AVOID NEGATIVE FUNDING</b>  <i>The statutory minimum contribution amortization amount is based upon a percentage of increasing payroll and, in the early years of funding, may not be sufficient to cover the interest cost on the unfunded liability. In order to avoid an increase in the unfunded liability (known as negative funding), the minimum amortization amount must be adjusted to be at least equal to the interest on the unfunded liability. The amount shown in the table as "Contribution to Avoid Negative Funding" provides for interest on 100% of the unfunded liability.</i>	Item	Current Valuation as of 5/1/2020	Prior Year Valuation as of 5/1/2019
	Accrued Liability	\$ 23,533,723	\$ 22,102,523
	Market Value of Assets	\$ 10,864,983	\$ 10,403,718
	Actuarial (Smoothed) Value of Assets	\$ 11,553,728	\$ 10,501,652
	Normal Cost (employer)	\$ 423,745	\$ 375,283
	Amortization Amount	\$ 838,600	\$ 812,061
	Amount of Contribution Needed to Avoid Negative Funding	\$ 1,310,260	\$ 1,230,604

<b>FINANCIAL THUMBNAIL RATIOS</b>  <i>This chart summarizes traditional financial ratios as applied to the pension plan. This liquidity ratio relates the cash flow position of the Fund by comparing the investment income plus employer and employee contributions to the annual benefit payments. Maintaining a ratio well above 100% prevents the liquidation of assets to cover benefit payments. The increase in benefits paid over the years is generally a result of the maturing of the pension plan.</i>  <i>Coverage of the Accrued Liabilities by the Assets is the Coverage Ratio and is one indication of the long term funding progress of the plan.</i>	Tests	5/1/2020 Valuation	5/1/2019 Valuation
	Liquidity Ratio (based upon year ended)	158%	304%
	Coverage Ratio (Market Value Assets)	46.17%	47.07%
	Annual Benefit Payments (expected)	\$ 868,094	\$ 746,128
	Annual Contributions (expected)		
	Members	\$ 260,748	\$ 242,717
	City	\$ 1,334,771	\$ 1,226,371

PLAN MATURITY MEASURES	Tests	5/1/2020 Valuation	5/1/2019 Valuation
<p><i>This chart includes financial relationship measures which are meant to help understand the risks associated with the plan.</i></p> <p><i>The ratio of Market Value of Assets to Active Payroll is measure of volatility risk associated with asset losses. The higher the ratio, the greater the volatility in contribution risks.</i></p> <p><i>The Ratio of Accrued Liability to Payroll is a measure of the volatility risk associated with assumption or other changes in liabilities. The higher the ratio, the greater the volatility in contribution risks.</i></p> <p><i>The Ratio of retired life actuarial accrued liability to total actuarial accrued liability is a measure of the maturity of the Plan. A mature plan will have a ratio above 60%.</i></p> <p><i>The Support Ratio (Actives: Retirees). A number less than 1 indicates a more mature plan.</i></p>	Ratio of Market Value of Assets to Active Participant Payroll is a measure of volatility risk associated with asset losses	4.13	4.25
	Ratio of Accrued Liability to Payroll is a measure of volatility risk associated with changes in assumptions	8.94	9.02
	Ratio of retired life Actuarial Accrued Liability to total Actuarial Accrued Liability	0.61	0.54
	Percentage of Contributions less Benefit Payments to Market Value of Assets	5.77%	6.71%
	Ratio of Benefit Payments to Contributions	0.57	0.49
	Support Ratio: Ratio of Active Participants to Retired Participants	1.67	1.75

PARTICIPANT DATA SUMMARY	Item	Current Year Valuation as of 5/1/2020			Prior Year Valuation as of 5/1/2019		
<p><i>The Actuarial Valuation takes into account demographic and benefit information for active employees, vested former employees, and retired pensioners and beneficiaries. The statistics for the past two years are compared in the chart.</i></p>		<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
	Active Members						
	Vested	14	2	16	16	0	16
	Non-Vested	<u>0</u>	<u>14</u>	<u>14</u>	<u>0</u>	<u>12</u>	<u>12</u>
	Total Active	14	16	30	16	12	28
	Terminated entitled to future benefits	4	3	7	3	3	6
	Retired	11	0	11	10	0	10
	Surviving Spouse	0	0	0	0	0	0
	Minor Dependent	0	0	0	0	0	0
	Disabled	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	Total	29	19	48	29	15	44

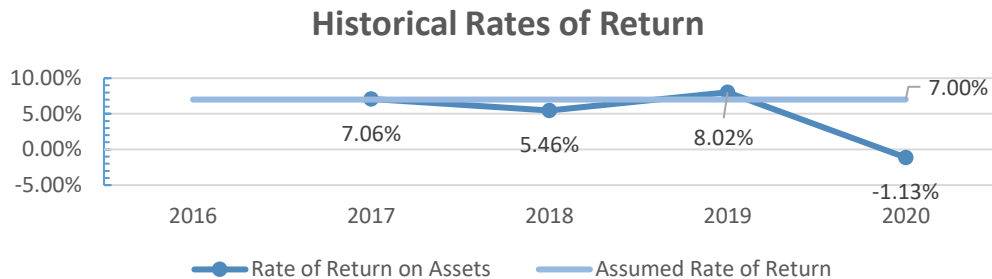
## SECTION 2: VALUATION RESULTS

### Significant Events, Disclosure Risks and Issues Influencing Valuation Results

Actuarial valuations are snapshot calculations which incorporate and reflect the experience and events of the past year such as changes in the demographics of the plan participants, gains and losses in the plan assets, changes in actuarial assumptions about future experience and outside influences such as legislation. Some of the more significant issues affecting the Plan's contribution level are described here.

#### Asset Performance for yearend 4/30/2020

The approximate -1.13% return (not time weighted) on net assets was below the actuarial assumption of 7.00% in effect for the 2019/2020 year.



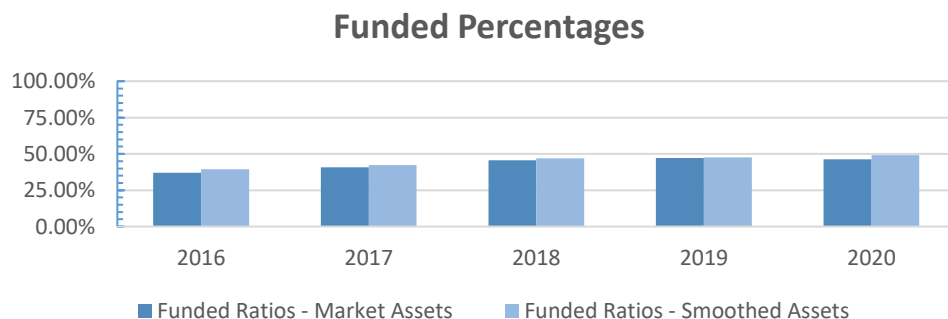
#### Change in Assumptions

The fully generational mortality projection scale was updated from MP2018 to MP2019.

#### Funded Status

The funded ratio measurement presented in the Actuarial Valuation Report for the Fund is the ratio of the actuarial value of fund assets available for benefits compared to the actuarial accrued liability. By monitoring changes in the funding ratio each year, one can determine whether or not funding progress is being made. Please understand that:

- The funded ratio measurement is dependent upon the actuarial cost method which, in combination with the plan's amortization policy, affects the timing and amounts of future contributions. The amounts of future contributions will most certainly differ from those assumed in this report due to future actual experience differing from assumed experience based upon the actuarial assumptions. Attainment of a funded status measurement in the Actuarial Valuation of 90% or 100% is not synonymous with no required future annual contributions. Even if the funded status attained is 100%, the plan would still require future normal cost contributions (i.e., contributions to cover the annual cost of the active membership accruing an additional year of service credit).
- The funded ratio measurement is a different result depending upon whether the market value of assets or the actuarial value of assets is used.





### *Employer Contributions*

The employer contribution is expected to be paid according to the funding policy, which exceeds the required statutory minimum amount. An additional funding contribution amount is included which determines the amount necessary to prevent negative funding.

Assuming the Funding Policy Contributions are received (and the actuarial assumptions are met) each year through 2040, the Fund's funded ratio is projected to increase to 100% by 2040. If only the Minimum Statutory contributions are made, the Fund's funded ratio would be projected to increase to 90% by 2040 and would require steeper contributions in years closer to 2040.

The ability of the fund to reach 100% is heavily dependent on the City contributing the Funding Policy Employer Contribution each and every year. Actuarial standards do not require the actuary to evaluate the ability of the City or other contributing entity to make such required contributions to the Fund when due. Such an evaluation is not within the actuary's domain of expertise. Consequently, the actuary performed no such evaluation.

The articulated Funding Policy amortizes 100% the unfunded amount based upon a level percentage of pay. The statutory funding required amortization method develops dollar amounts which also increase as payroll increases. The dollar amounts towards the end of the closed amortization period are necessarily much larger, and if payroll does not increase as expected, the amortization amount can dramatically increase the contribution as a percentage of payroll.

### *Negative Funding*

The current Funding Policy amortizes the unfunded amount based upon a level percentage of payroll. This amortization method develops dollar amounts which increase as payroll increases. The dollar amounts under this amortization method in the early years are less than the interest on the unfunded liability. For 2020, the interest on the unfunded is \$838,600, whereas the funding policy amortization is \$806,646. (See exhibits 5 and 6 on page 11). The dollar amounts towards the end of the closed amortization period are necessarily much larger, and if payroll does not increase as expected, the amortization amount can dramatically increase the contribution as a percentage of payroll.

Since the Funding Policy percentage of payroll amortization is less than the negative funding amount, at this point, the dollar value of the interest on the unfunded liability is not completely covered, and adds to the unfunded liability.

## ACTUARIAL CERTIFICATION

This is to certify that MWM Consulting Group has prepared an Actuarial Valuation of the Plan as of May 1, 2020 for the purposes of determining statutory contribution requirements for the Fund in accordance with the requirements of 40 ILCS 5/3, Section 125, of determining the funding policy contribution amount (the Actuarially Determined Contribution). The funding policy is selected by the City. The contributions determined are net of contributions made by active member police officers during the year.

The results shown in this report have been calculated under the supervisions of a qualified Actuary as defined in appropriate State statutes. All results are based upon demographic data submitted by the Fund / City, financial data submitted by the Fund, applications of actuarial assumptions, and generally accepted actuarial methods.

This valuation report has been prepared at the request of City of Yorkville to assist in administering the Plan and meeting specified financial and accounting requirements. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Fund sponsor and may only be provided to other parties in its entirety. The information and valuation results shown in this report are prepared with reliance upon information and data provided to us, which we believe to the best of our knowledge to be complete and accurate and include:

- Employee census data submitted by the City of Yorkville. This data was not audited by us but appears to be consistent with prior information, and sufficient and reliable for purposes of this report.
- Financial data submitted by the City of Yorkville.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Actuarial valuations involve calculations that require assumptions about future events. Certain of the assumptions or methods are mandated for specific purposes. Future actuarial measurements may differ significantly from the current measurements presented in the report due to such factors as experience that deviates from the assumptions, changes in assumptions, increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contributions based on the Plan's funded status) and changes in plan provisions or applicable law. This report does not include an analysis of the potential range of such future measurements.

We believe the assumptions and methods used are within the range of possible assumptions that are reasonable and appropriate for the purposes for which they have been used. In our opinion, all methods, assumptions and calculations are in accordance with requirements and the procedures followed and presentation of results are in conformity with generally accepted actuarial principles and practices. The undersigned actuary meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. There is no relationship between the City of Yorkville and MWM Consulting Group that impacts our objectivity. I certify that the results presented in this report are accurate and correct to the best of my knowledge.

MWM CONSULTING GROUP

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Kathleen E Manning, FSA  
Managing Principal & Consulting Actuary  
MWM Consulting Group

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Karl K. Oman, ASA  
Consulting Actuary  
MWM Consulting Group

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Date

## SECTION 3 - FINANCIAL AND ACTUARIAL EXHIBITS

### Exhibit 1 - Statement of Market Value of Assets

Item	Plan Year Ending	
	4/30/2020	4/30/2019
<b>1. Investments at Fair Value:</b>		
a. Cash and Cash equivalents	\$ 0	\$ 0
b. Money Market Mutual Funds	508,401	218,695
c. Municipal Bonds	837,353	488,526
d. Certificates of Deposit	0	0
e. US Government and Agency Bonds	3,039,164	3,020,656
f. Common and Preferred Stocks	3,149,663	3,251,008
g. Insurance Contracts (at contract value):	0	0
h. Mutual Funds	3,309,914	3,402,045
i. Accrued Interest and receivables	22,950	25,362
j. Other	0	0
k. Subtotal Assets (a + b + c + d + e + f + g + h + i + j)	<u>\$ 10,867,445</u>	<u>\$ 10,406,292</u>
<b>2. Liabilities:</b>		
a. Expenses Payable	\$ 2,462	\$ 2,574
b. Liability for benefits due and unpaid	0	0
c. Other Liabilities	0	0
d. Total Liabilities	<u>\$ 2,462</u>	<u>\$ 2,574</u>
<b>3. Net Market Value of Assets Available for Benefits: (1k – 2d)</b>	\$ 10,864,983	\$ 10,403,718

## Exhibit 2 - Statement of Change in Net Assets

Item	Plan Year Ending	
	4/30/2020	4/30/2019
<b>Additions</b>		
Contributions		
Employer	\$ 1,111,484	\$ 963,361
Plan Member	269,903	243,941
Other (adjustment to beginning of year market value)	0	(243)
Total Contributions	\$ 1,381,387	\$ 1,207,059
Investment Income		
Realized and Unrealized Gains/(Losses)	\$ (540,057)	\$ 523,223
Interest	337,334	100,715
Dividends	76,811	79,268
Other Income	48,314	48,314
Investment Expenses	(43,563)	0
Net Investment Income	(121,161)	751,520
<b>Total additions</b>	<b>\$ 1,260,226</b>	<b>\$ 1,958,579</b>
<b>Deductions</b>		
Benefits	\$ 781,425	\$ 597,064
Refunds	5,947	0
Administrative Expenses	11,589	47,142
<b>Total deductions</b>	<b>\$ 798,961</b>	<b>\$ 644,206</b>
<b>Total increase (decrease)</b>	<b>\$ 461,265</b>	<b>\$ 1,314,373</b>
<b>Net Market Value of Assets Available for Benefits:</b>		
Beginning of year	\$ 10,403,718	\$ 9,089,345
End of year	<u>\$ 10,864,983</u>	<u>\$ 10,403,718</u>

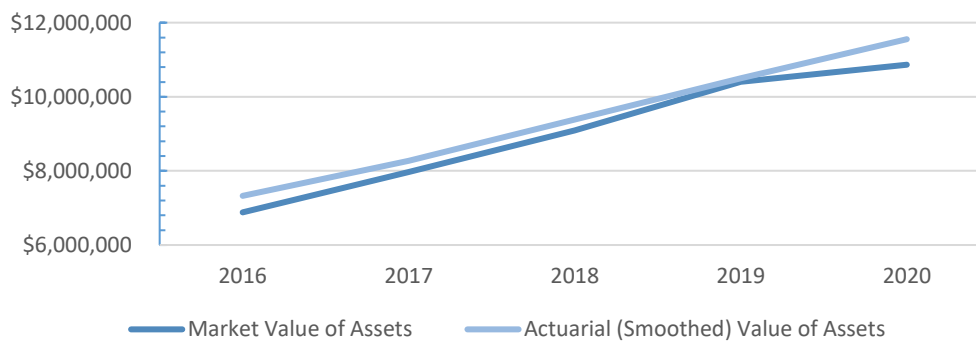
### Exhibit 3 – Actuarial Value of Assets

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon **Actuarial Value of Assets**, which are asset values which have been smoothed over a five-year period, beginning with the year 2011. The **Actuarial Value of Assets** has been calculated below based upon the market value of assets at May 1, 2020 with adjustments for the preceding year's gains/losses, which are reflected at the rate of 20% per year.

<b>1. Expected Return on Assets</b>	
a. Market Value of Assets as of Beginning of Year	\$ 10,403,718
b. Income and Disbursements During the year	
i. Contributions Received (weighted 50%)	\$ 690,694
ii. Benefit Payments and Expenses (weighted 50%)	399,481
iii. Weighted net income (other than investment income) (i) – (ii)	291,213
c. Market Value adjusted for income and disbursements	\$ 10,694,931
<b>d. Expected Return on Assets at assumed rate of 7.00%</b>	<b>\$ 748,645</b>
<b>2. Actual Return on Assets for year</b>	
a. Market Value of Assets (Beginning of Year)	\$ 10,403,718
b. Income (less investment income)	1,381,387
c. Disbursements	798,961
d. Market Value of Assets (End of Year)	10,864,983
e. Actual Return on Assets (d) – (a) – (b) + (c)	(121,161)
<b>f. Investment Gain/(Loss) for year: 2(e) - 1(d)</b>	<b>\$ (869,806)</b>
<b>3. Actuarial Value of Assets</b>	
a. Market Value of Assets as of End of Year	\$ 10,864,983
b. Deferred Investment gains/(losses)	
i. 80% of 2020 loss of \$(869,806)	695,845
ii. 60% of 2019 gain of \$95,566	(57,340)
iii. 40% of 2018 loss of \$(127,661)	51,064
iv. 20% of 2017 gain of \$4,122	(824)
v. Total	688,745
<b>c. Actuarial Value of Assets for statutory funding 3(a) + 3(b)(v)</b>	<b>\$ 11,553,728</b>

The Chart Below shows the comparison of smoothed to market assets over the past five years

#### Smoothed vs Market Assets



### Exhibit 4- Determination of the Statutory Minimum Required Contribution

Under 40 ILCS 5/3, the statutory minimum required contribution is to be determined based upon the Projected Unit Credit actuarial funding method, where the unfunded liability is amortized such that 90% of the liability will be funded as of 2040. Under the statute, 90% of the unfunded liability is to be amortized as a level percentage of payroll over the period through 2040. The mandated funding method, the Projected Unit Credit funding method, requires the annual cost of the plan to be developed in two parts: that attributable to benefits allocated to the current year (the normal cost); and that allocated to benefits attributable to prior service (the accrued liability).

#### Funding Elements for 40 ILCS 5/3

	Present Value of Benefits as of 5/1/2020	Projected Unit Credit (PUC) Normal Cost as of 5/1/2020	PUC Actuarial Accrued Liability as of 5/1/2020
1. Active Officers			
a) Normal & Early Retirement	\$ 13,908,994	\$ 531,541	\$ 6,452,086
b) Vested Withdrawal	1,010,784	60,453	619,395
c) Pre-Retirement Death	372,817	23,553	187,322
d) Disability	<u>1,559,643</u>	<u>99,885</u>	<u>756,121</u>
e) Total Active Police Officers	\$ 16,852,238	\$ 715,432	\$ 8,014,924
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	\$ 13,490,596		\$ 13,490,596
b) Widows (survivors)	0		0
c) Deferred Vested	946,750		946,750
d) Disabled	<u>0</u>		<u>0</u>
e) Total - Nonactive	\$ 14,437,346		\$ 14,437,346
3. Total – All	\$ 31,289,584		\$ 22,452,270

#### Minimum Statutory Contribution under 40 ILCS 5/3

Item	Amount
1. Annual Payroll	\$ 2,631,165
2. Normal Cost (net of employee/member contributions)	454,684
3. Employee Contributions (expected)	260,748
4. Funding Actuarial Liability	22,452,270
5. 90% of Funding Actuarial Liability	20,207,043
6. Actuarial Value of Assets (Exhibit 3)	11,553,728
7. Unfunded Actuarial Balance	8,653,315
8. Amortization of Unfunded Balance over 20 years as a level percentage of payroll	582,651
9. Interest on (2), (3) and (8)	90,866
10. Minimum statutory tax levy contribution per 40 ILCS 5/3 – (2) + (8) + (9)	<b>\$1,128,201 (42.9%)</b>

\*( ) amount as a percent of payroll

## Exhibit 5- Determination of the Funding Policy Contribution

The Tax Levy amount based upon the articulated funding policy is the actuarially determined contribution, rather than the amount determined as the minimum under 40 ILCS 5/3. The funding policy contribution is developed below, based upon the Entry Age Normal Funding Method, with 100% of the unfunded accrued liability amortized as a level percentage of payroll over the 20 years through FYE 2040. The contribution is then the sum of the Normal Cost (developed under the entry age method, but where the total normal cost is not less than 17.5%) plus the amortization payment. Also shown is the contribution amount necessary to prevent negative funding.

### Funding Elements for Funding Policy Contribution

	Present Value of Benefits as of 5/1/2020	Entry Age Normal Cost as of 5/1/2020	Entry Age Accrued Liability as of 5/1/2020
1. Active Officers			
a) Normal & Early Retirement	\$ 13,908,994	\$ 519,267	\$ 8,048,275
b) Vested Withdrawal	1,010,784	60,642	304,805
c) Pre-Retirement Death	372,817	18,682	161,036
d) Disability	<u>1,559,643</u>	<u>85,902</u>	<u>582,261</u>
e) Total Active Police Officers	\$ 16,852,238	\$ 684,493	\$ 9,096,377
2. Inactive Police Officers and Survivors:			
a) Normal Retirees	\$ 13,490,596		\$ 13,490,596
b) Widows (survivors)	0		0
c) Deferred Vested	946,750		946,750
d) Disabled	<u>0</u>		<u>0</u>
e) Total - Nonactive	\$ 14,437,346		\$ 14,437,346
3. Total - All	\$ 31,289,584		\$ 23,533,723

### Actuarially Determined Funding Policy Contribution for Tax Levy

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 423,745
2. Employee Contributions (expected)	260,748
3. Funding Actuarial Liability	23,533,723
4. 100% of Funding Actuarial Liability	23,533,723
5. Actuarial Value of Assets (Exhibit 3)	11,553,728
6. Unfunded Actuarial Balance	11,979,995
7. Amortization of Unfunded Balance over 20 years as a level percentage of payroll	806,646
8. Interest on (1), (2) and (7)	104,380
9. Actuarially Determined Funding Policy Contribution for Tax Levy (1) + (7) + (8)	<b>\$1,334,771 (50.7%)</b>

### Exhibit 6- Contribution Necessary to Prevent Negative Funding

Item	Amount
1. Normal Cost (net of employee/member contributions)	\$ 423,745
2. Employee Contributions (expected)	260,748
3. 100% of Funding Actuarial Liability	23,533,723
4. Actuarial Value of Assets (Exhibit 3)	11,553,728
5. Unfunded Actuarial Balance	11,979,995
6. Interest on Unfunded Liability	838,600
7. Interest on (1), (2)	47,915
8. Contribution Necessary to Prevent Negative Funding (1) + (6) + (7)	<b>\$1,310,260 (49.8%)</b>

## Exhibit 7 – Summary of Participant Data as of May 1, 2020

### Participant Data

Item	As of 5/1/2020		
	<u>Tier 1</u>	<u>Tier 2</u>	<u>Total</u>
Active Members			
Vested	14	2	16
Non-Vested	<u>0</u>	<u>14</u>	<u>14</u>
Total Actives	14	16	30
Terminated Members entitled to future benefits	4	3	7
Retired Members	11	0	11
Surviving Spouses	0	0	0
Minor Dependents	0	0	0
Disabled Participants	<u>0</u>	<u>0</u>	<u>0</u>
Total	29	19	48

### AGE AND SERVICE DISTRIBUTION AS OF MAY 1, 2020

#### Active Employee Participants

Age Group	Service									Total
	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	
Under 20										0
20 - 24	2									2
25 - 29	3	1								4
30 - 34	4	3	1							8
35 - 39			5							5
40 - 44		2	1	4						7
45 - 49				1	1					2
50 - 54	1			1						2
55 - 59										0
60 - 64										0
65 & Over										0
Total	10	6	7	6	1	0	0	0	0	30

Average Age: 36.6 years

Average Length of Service: 9.3 years



## SECTION 4 - SUMMARY OF PRINCIPAL PLAN PROVISIONS

This summary provides a general description of the major eligibility and benefit provisions of the pension fund upon which this valuation has been based. It is not intended to be, nor should it be interpreted as, a complete statement of all provisions

### *Definitions*

**Tier 1 – For Police Officers first entering Article 3 prior to January 1, 2011**

**Tier 2 – For Police Officers first entering Article 3 after December 31, 2010**

Police Officer (3-106): Any person appointed to the police force and sworn and commissioned to perform police duties.

Persons excluded from Fund (3-109): Part-time officers, special police officer, night watchmen, traffic guards, clerks and civilian employees of the department. Also, police officers who fail to pay the required fund contributions or who elect the Self-Managed Plan option.

Creditable Service (3-110): Time served by a police officer, excluding furloughs in excess of 30 days, but including leaves of absences for illness or accident and periods of disability where no disability pension payments have been received and also including up to 3 years during which disability payments have been received provided contributions are made.

### *Pension (3-111)*

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#### *Normal Pension Age*

**Tier 1** - Age 50 with 20 or more years of creditable service.

**Tier 2** - Age 55 with 10 or more years of creditable service.

#### *Normal Pension Amount*

**Tier 1** - 50% of the greater of the annual salary held in the year preceding retirement or the annual salary held on the last day of service, plus 2½% of such annual salary for service from 20 to 30 year (maximum 25%)).

**Tier 2** - 2½% of Final Average salary for each year of service. Final Average Salary is the highest salary based on the highest consecutive 48 months of the final 60 months of service

Early Retirement at age 50 with 10 or more years of service but with a penalty of ½% for each month prior to age 55.

Annual Salary capped at \$106,800 increased yearly by the lesser of the Consumer Price Index- Urban (CPI-U) or 3%. The Salary cap for valuations beginning in 2020 is \$115,929.

Minimum Monthly Benefit: \$1,000

Maximum Benefit Percentage: 75% of salary

### ***Termination Retirement Pension Date***

Separation of service after completion of between 8 and 20 years of creditable service.

### ***Termination Pension Amount***

Commencing at age 60, 2½% of annual salary held in the year preceding termination times years of creditable service or refund of contributions, or for persons terminating on or after July 1, 1987, 2½% of annual salary held on the last day of service times years of credible service, whichever is greater.

### ***Pension Increase Non-Disabled***

**Tier 1** - 3% increase of the original pension amount after attainment of age 55 for each year elapsed since retirement, followed by an additional 3% of the original pension amount on each May 1 thereafter. Effective July 1, 1993, 3% of the amount of pension payable at the time of the increase including increases previously granted, rather than 3% of the originally granted pension amount.

**Tier 2** - The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each May 1 thereafter.

### ***Disabled***

3% increase of the original pension amount after attainment of age 60 for each year he or she received pension payments, followed by an additional 3% of the original pension amount in each May 1 thereafter.

### ***Pension to Survivors (3-112 )***

#### ***Death of Retired Member***

**Tier 1** - 100% of pension amount to surviving spouse (or dependent children).

**Tier 2** - 66 2/3% of pension amount to surviving spouse (or dependent children), subject to the following increase: The lesser of ½ of the Consumer Price Index-Urban (CPI-U) or 3% increase of the original pension amount after attainment of age 60 and an additional such increase of the original pension amount on each May 1 thereafter.

### ***Death While in Service (Not in line of duty)***

With 20 years of creditable service, the pension amount earned as of the date of death.

With less than 20 years of creditable service, 50% of the salary attached to the rank for the year prior to the date of death.

### ***Death in Line of Duty***

100% of the salary attached to the rank for the last day of service year prior to date of death.

### ***Minimum Survivor Pension***

\$1,000 per month to all surviving spouses.

### ***Disability Pension - Line of Duty (3-114.1)***

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#### ***Eligibility***

Suspension or retirement from police service due to sickness, accident or injury while on duty.

#### ***Pension***

Greater of 65% of salary attached to rank at date of suspension or retirement and the retirement pension available. Minimum \$1,000 per month.

### ***Disability Pension - Not on Duty (3-114.2)***

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#### ***Eligibility***

Suspension or retirement from police service for any cause other than while on duty.

#### ***Pension***

50% of salary attached to rank at date of suspension or retirement. Minimum \$1,000 per month.

### ***Other Provisions***

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#### ***Marriage after Retirement (3-120)***

No surviving spouse benefit available.

#### ***Refund (3-124)***

At termination with less than 20 years of service, contributions are refunded upon request.

#### ***Contributions by Police Officers (3-125.1)***

Beginning May 1, 2001, 9.91% of salary including longevity, but excluding overtime pay, holiday pay, bonus pay, merit pay or other cash benefit.

DRAFT

### ***Actuarial Accrued Liability***

See ***Entry Age Normal Cost Method*** and ***Projected Unit Credit Cost Method***.

### ***Actuarial Assumptions***

The economic and demographic predictions used to estimate the present value of the plan's future obligations. They include estimates of investment earnings, salary increases, mortality, withdrawal and other related items. The *Actuarial Assumptions* are used in connection with the *Actuarial Cost Method* to allocate plan costs over the working lifetimes of plan participants.

### ***Actuarial Cost Method***

The method used to allocate the projected obligations of the plan over the working lifetimes of the plan participants. Also referred to as an *Actuarial Funding Method*.

### ***Actuarial Funding Method***

See *Actuarial Cost Method*

### ***Actuarial Gain (Loss)***

The excess of the actual *Unfunded Actuarial Accrued Liability* over the expected *Unfunded Actuarial Accrued Liability* represents an *Actuarial Loss*. If the expected *Unfunded Actuarial Accrued Liability* is greater, an *Actuarial Gain* has occurred.

### ***Actuarial Present Value***

The value of an amount or series of amounts payable or receivable at various times, determined as of a given date by the application of a particular set of *Actuarial Assumptions*.

### ***Actuarial Value of Assets***

The asset value derived by using the plan's *Asset Valuation Method*.

### ***Asset Valuation Method***

A valuation method designed to smooth random fluctuations in asset values. The objective underlying the use of an asset valuation method is to provide for the long-term stability of employer contributions.

### ***Employee Retirement Income Security Act of 1974 (ERISA)***

The primary federal legislative act establishing funding, participation, vesting, benefit accrual, reporting, and disclosure standards for pension and welfare plans.

### ***Entry Age Normal Cost Method***

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated on a level basis over the earnings of the individual between entry age and assumed exit age(s). The portion of this *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The portion of this *Actuarial Present Value* not provided for at a valuation date by the *Actuarial Present Value* of future *Normal Costs* is called the *Actuarial Accrued Liability*.

## GLOSSARY (Continued)

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### **Normal Cost**

The portion of the *Present Value of Projected Plan Benefits* that is allocated to a particular plan year by the *Actuarial Cost Method*. See *Entry Age Normal Cost Method* for a description of the Normal Cost under the *Entry Age Normal Cost Method*. See *Projected Unit Credit Cost Method* for a description of the Normal Cost under the *Projected Unit Credit Cost Method*.

### **Present Value of Future Normal Costs**

The present value of future normal costs determined based on the *Actuarial Cost Method* for the plan. Under the *Entry Age Normal Cost Method*, this amount is equal to the excess of the *Present Value of Projected Plan Benefits* over the sum of the *Actuarial Value of Assets* and *Unfunded Actuarial Accrued Liability*.

### **Present Value of Projected Plan Benefits**

The present value of future plan benefits reflecting projected credited service and salaries. The present value is determined based on the plan's actuarial assumptions.

### **Projected Unit Credit Cost Method**

One of the standard actuarial funding methods in which the *Present Value of Projected Plan Benefits* of each individual included in the *Actuarial Valuation* is allocated by a consistent formula to valuation years. The *Actuarial Present Value* allocated to a valuation year is called the *Normal Cost*. The *Actuarial Present Value* of benefits allocated to all periods prior to a valuation year is called the *Actuarial Accrued Liability*.

### **Unfunded Actuarial Accrued Liability**

The excess of the *Actuarial Accrued Liability* over the *Actuarial Value of Assets*.

## SECTION 5 - SUMMARY OF ACTUARIAL ASSUMPTIONS AND COST METHODS

### Nature of Actuarial Calculations

The results documented in this report are estimates based on data that may be imperfect and on assumptions about future events, some of which are mandated assumptions. Certain provisions may be approximated or deemed immaterial and therefore are not valued. Assumptions may be made about participant data or other factors. A range of results, different from those presented in this report could be considered reasonable. The numbers are not rounded, but this is for convenience and should not imply precisions, which is not inherent in actuarial calculations.

Actuarial Assumption	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy																																																																																																																																																																																															
Interest	7.00% per annum	7.00% per annum																																																																																																																																																																																															
Mortality	RP2014 Healthy Annuitant with Blue Collar Adjustments Projected Generationally from 2013 with Scale MP2019	RP2014 Healthy Annuitant with Blue Collar Adjustments Projected Generationally from 2013 with Scale MP2019																																																																																																																																																																																															
Retirement	Rates of retirement for all ages are:	Rates of retirement for all ages are:																																																																																																																																																																																															
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Actuarial Assumption Item	Annual Actuarial Valuation Statutory Minimum	Annual Actuarial Valuation Funding Policy Amount for Tax Levy																				
Disability	<p>Rates of disability are based upon age only. Sample rates for selected ages are:</p> <table><tr><td><u>Age</u></td><td></td></tr><tr><td>25</td><td>0.03%</td></tr><tr><td>40</td><td>0.42%</td></tr><tr><td>50</td><td>0.71%</td></tr><tr><td>55</td><td>0.90%</td></tr></table> <p>60% of disabilities are assumed to occur in the line of duty</p>	<u>Age</u>		25	0.03%	40	0.42%	50	0.71%	55	0.90%	<p>Rates of disability are based upon age only. Sample rates for selected ages are:</p> <table><tr><td><u>Age</u></td><td></td></tr><tr><td>25</td><td>0.03%</td></tr><tr><td>40</td><td>0.42%</td></tr><tr><td>50</td><td>0.71%</td></tr><tr><td>55</td><td>0.90%</td></tr></table> <p>60% of disabilities are assumed to occur in the line of duty</p>	<u>Age</u>		25	0.03%	40	0.42%	50	0.71%	55	0.90%
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Salary Increase	5% per annum	5% per annum																				
Payroll Growth	3.50% per annum	3.50% per annum																				
Percentage Married	80% are married, females are assumed to be 3 years younger	80% are married, females are assumed to be 3 years younger																				
Asset Valuation Method	Assets are valued at fair market value and smoothed over three years, reflecting gains and losses at 20% per year.	Assets are valued at fair market value and smoothed over five years, reflecting gains and losses at 20% per year.																				
Actuarial Cost Methods	<p>Projected Unit Credit Cost Method</p> <p>This is the mandated actuarial method to be used in determining the statutory contribution requirements and under PA 096-1495. This method determines the present value of projected benefits and prorates the projected benefit by service to date to determine the accrued liability. Amounts attributable to past service are amortized as a level percentage of pay with the goal of reaching 90% of the accrued liability by 2040.</p>	<p>Entry Age Normal Cost Method</p> <p>This method projects benefits from entry age to retirement age and attributes costs over total service, as a level percentage of pay. Amounts attributable to past service have been amortized over 20 years on a closed basis as a level percentage of pay.</p>																				

**2020 Levy - Police Pension Contribution Amounts at Various Funding Levels**

Funding Level	100%	99%	98%	97%	96%	95%	94%	93%	92%	91%	90%
(1) Normal Cost	423,745	423,745	423,745	423,745	423,745	423,745	423,745	423,745	423,745	423,745	423,745
(2) Employee Contributions (Est.)	260,748	260,748	260,748	260,748	260,748	260,748	260,748	260,748	260,748	260,748	260,748
Accrued Liability	23,533,723	23,298,386	23,063,049	22,827,711	22,592,374	22,357,037	22,121,700	21,886,362	21,651,025	21,415,688	21,180,351
Actuarial Value of Assets	(11,553,728)	(11,553,728)	(11,553,728)	(11,553,728)	(11,553,728)	(11,553,728)	(11,553,728)	(11,553,728)	(11,553,728)	(11,553,728)	(11,553,728)
Unfunded Actuarial Liability	11,979,995	11,744,658	11,509,321	11,273,983	11,038,646	10,803,309	10,567,972	10,332,634	10,097,297	9,861,960	9,626,623
(3) End of Year Amort of Unfunded Liability	863,111	846,156	829,201	812,245	795,290	778,335	761,380	744,425	727,470	710,515	693,560
(4) 7% Interest on (1) and (2)	47,915	47,915	47,915	47,915	47,915	47,915	47,915	47,915	47,915	47,915	47,915
<b>Actuarial Determined Contribution</b>	<b>\$ 1,334,770</b>	<b>\$ 1,317,815</b>	<b>\$ 1,300,860</b>	<b>\$ 1,283,905</b>	<b>\$ 1,266,950</b>	<b>\$ 1,249,995</b>	<b>\$ 1,233,040</b>	<b>\$ 1,216,084</b>	<b>\$ 1,199,129</b>	<b>\$ 1,182,174</b>	<b>\$ 1,165,219</b>
\$ Change from 100% Funding Level		(16,955)	(33,910)	(50,865)	(67,820)	(84,776)	(101,731)	(118,686)	(135,641)	(152,596)	(169,551)
% Change from 100% Fund Level		-1.27%	-2.54%	-3.81%	-5.08%	-6.35%	-7.62%	-8.89%	-10.16%	-11.43%	-12.70%





Reviewed By:	
Legal	<input checked="" type="checkbox"/>
Finance	<input checked="" type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input checked="" type="checkbox"/>
Police	<input checked="" type="checkbox"/>
Public Works	<input checked="" type="checkbox"/>
Parks and Recreation	<input checked="" type="checkbox"/>

Agenda Item Number

Mayor's Report #2

Tracking Number

CC 2020-77

### Agenda Item Summary Memo

**Title:** FY 21 Budget Update

**Meeting and Date:** City Council – October 13, 2020

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

#### Council Action Previously Taken:

Date of Action: N/A

Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** N/A

**Council Action Requested:** Discussion  
\_\_\_\_\_

**Submitted by:** Bart Olson

Name

Administration

Department

#### Agenda Item Notes:

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*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at <http://www.yorkville.il.us/320/City-Council>*



# Memorandum

To: Administration Committee  
From: Bart Olson, City Administrator  
Rob Fredrickson, Finance Director  
Date: October 8, 2020  
Subject: FY 21 Budget Updates – Pandemic and Recession

## **Summary**

A review of potential budget updates for the FY 21 budget, due to the COVID-19 pandemic and likely national recession.

## **Background**

The City Council last discussed the FY 21 budget memo at the September 22<sup>nd</sup> City Council meeting. For ease of use, we have kept the structure and content of that memo and will add commenting paragraphs below each bulletpoint with any updates.

## **Important concepts (new text only where update is noted)**

1. What will be the size and length of the economic downturn? What will be the timing and shape of the recovery?
  - a. April 23, 2020 Update – Here's some article headlines and a chart on the economic situation:
    - i. "US Weekly jobless claims hit 4.4 million, bringing 5-week total to more than 26 million" – CNBC
    - ii. "Stocks fight for gains as small business relief overshadows job losses" – Fox Business
  - b. May 7, 2020 Update – Wednesday's unemployment filing report from the federal government showed another ~3.2m in unemployment claims and around 33 million claims during the pandemic. The April jobs report is expected to be released the morning of Friday, May 8<sup>th</sup>, and is expected to show the worst job losses in any one month in American history and an unemployment rate of ~15%. As a comparison, the worst unemployment rate during the Great Recession was around 10%, when 7.5 million jobs were lost over the course of a year and a half, and the worst unemployment rate estimate during the Great Depression was 25%.
  - c. June 10, 2020 Update – Originally the BLS reported that after declining by 20.7 million in April, non-farm payrolls increased by 2.5 million in May, causing unemployment to fall from 14.7% to 13.3%. Initially this report was viewed positively, as most economists had forecasted the national unemployment rate to rise to 19% by the end of May. However, the BLS later disclosed that the jobs report contained a misclassification error, that not only affected May, but April and March as well. Revised projections put April unemployment at 19.7%,

falling to around 16% in May. Moreover, the Federal Reserve continues to anticipate a slow economic recovery, predicting unemployment to be at 9.3% at the end of 2020, followed by a further decline to 6.5% by the end of 2021 (unemployment was 3.5% at the end of 2019).

- d. July 23, 2020 Update – After adding 2.7 million jobs in May, employers added a record 4.8 million jobs in June, as the national unemployment rate dipped to 11.1%. Closer to home, the state unemployment rate continues to track above the national rate at 14.6%; down from its peak of 17.2% in April.
  - e. August 20, 2020 Update – The unemployment rate continued to decline in July, finishing at 10.2%, as employers added 1.8 million jobs to their payrolls. Supplemental weekly unemployment benefits in the amount of \$600, funded by the Federal government's CARES program, expired at the end of July; as Congress continues to debate the possibility of a second stimulus program.
  - f. September 17, 2020 Update – Unemployment fell from 10.2% in July to 8.4% in August, which is the first time its been under 10% since March. Approximately \$1.4 million jobs were added in August, with widespread job gains reported in the retail, business services, leisure & hospitality, education and health service industries. Hiring was also bolstered by the federal government, with the Census Bureau adding 238,000 temporary workers. Nonetheless, many economists remain cautious when looking at the months ahead, stating that the U.S. economy may not return to pre-pandemic levels until late 2022.
2. Income tax filings have been delayed by the state from April to July. Late penalties are being waived, giving people less incentive to file on time. This will delay the observation of the economic downturn on state income tax payments, causing less accurate LGDF estimates.
- a. April 23, 2020 Update – LGDF estimates have not been created by the IML or IGFOA, but the Governor's Office of Management and Budget (GOMB) has released their own estimates for impacts to state income taxes. While these revenue estimates are not exactly correlated to the City's share of state income taxes, they are a good baseline. As of early April, the GOMB is anticipating a 6.9% decline in individual income taxes for their entire FY 20 budget estimates, which ends June 30, 2020, and another 8.8% decline in individual income taxes for the entire FY 21 budget estimate, which ends June 30, 2021. For those same time periods, they anticipate corporate income taxes to decrease 12% and 17% off their budget estimates. Our early staff estimate is that this could impact the City's FY 20 budget by \$130,000 and the FY 21 budget by \$120,000.
  - b. May 7, 2020 Update – IML released its LGDF estimates this week, anticipating a 15% decline over FY 20 actuals. Based on the GOMB estimate of around a 7% decrease from my April 23<sup>rd</sup> update above, this is a further loss of around \$160,000 in the general fund. A spreadsheet of City budget comparisons to the IML estimate is attached to this memo.
  - c. May 21, 2020 Update – May's allotment of income tax came in at \$191,781 – 50% less than the last May's allotment of \$381,988. However, this is a bit skewed, as last May's allotment was unusually high due to the timing of receipts by the State. Historically May income tax proceeds have been around \$260,000;

which would put the current years decrease at ~26%, which is slightly better than management's expectations for May of a 29% reduction. Assuming a similar decrease in proceeds for the June allotment, income taxes would finish FY 20 around \$1.836M (6.6% decrease from FY 19 amounts); which is ~\$70,000 less than management's assumption of \$1.905M based upon IML projections.

- d. June 10, 2020 Update – June's allotment of income tax came in at \$118,791, which is essentially even with last June's allotment of \$119,293. Income tax receipts will finish FY 20 at approximately \$1.87M, which is a 5% decrease in comparison to last year; but \$34,000 better than what was projected last month. The City had been estimating a per capita income tax revenue of \$85, based on GOMB estimates and early IML income tax narratives for FY 21, but these most recent figures have caused IML to issue a FY 21 per capita estimate of \$97. If \$97 per capita comes to fruition in FY 21, that would match the FY 20 actual figures (i.e. revenues are flat). Finally, it appears that the income tax payment extensions have had minimal impact on income tax revenues.
- e. July 23, 2020 Update – July's income tax proceeds totaled \$188,635, which is about 6% higher than the prior year's allotment of \$178,400. Thus far income tax proceeds have continued to defy earlier GOMB estimates, which were anticipating a ~7% decline for FY 21. As mentioned last month, the IML currently has income tax pegged at \$97 per capita. Assuming this prediction holds, the City's income tax would total around \$1.85M for FY 21, which would be similar to FY 20 totals, but approximately \$50,000 under FY 21 budget amounts.
- f. August 20, 2020 Update – August income tax proceeds, which totaled \$257,905, more than double in comparison to the amount received in the prior year (\$127,883 - August 2019); ostensibly due to the extension of the State tax filing deadline to July 15<sup>th</sup>. This year-over-year increase of ~\$130,000 helps offset the sharp decrease experienced in May, when income tax proceeds declined by ~\$190,000. The IML estimate remains at \$97 per capita for FY 21 – which would equate to an annualized amount of \$1.85M for the City. Assuming the IML estimate comes to fruition, FY 21 income taxes would be ~\$50,000 below the budgeted amount of \$1.897M; but \$100,000 better than our current projection for FY 21 of \$1.75M (this worse case figure assumes that the referendum this November authorizing a graduated State income tax rate fails and results in a further cuts to the LGDF, which would result in a year-over-year decrease of 6.5%).
- g. September 17, 2020 Update – September's allotment of income tax came in at \$146,132, which is 29% higher than last September's amount of \$113,183. Once again, this increase, at least in part, is presumably tied to the State's decision to defer the income tax deadline to July 15<sup>th</sup>. While income tax has started off FY 21 very strong, IML estimates are showing an expected long-term decline in this revenue stream.

3. Sales tax submittals to the state by bars and restaurants is being deferred in timing and amount. Certain bars and restaurants may now pay only a portion of their obligation of state sales tax for February, March, and April consumer sales through August 2020.
  - a. May 7, 2020 Update – The March state sales tax report was released on May 7, 2020. This March report covers February consumer sales, which were generally pre-pandemic but this is the first period where bars and restaurants could defer their payment of sales taxes to the state. The February consumer sales were much higher than the City expected, even in a normal budget. The February 2020 consumer sales tax amounts were 9% higher than the February 2019 consumer sales tax amounts. We have not been able to verify this theory with business-level sales tax data, but it appears almost no businesses chose to defer their sales tax payments to the state.
  - b. June 10, 2020 Update - The April state sales tax report was released on June 4, 2020. This April report covered March consumer sales, which was the first month impacted by the pandemic, as the Governor’s shelter in place order went into effect on March 20<sup>th</sup>. Despite the temporary closure of all businesses deemed “non-essential” and the suspension of dining room service for restaurants, sales tax proceeds came in slightly higher than last year (\$255,881 for June 2020 vs. \$254,112 in June 2019). Sales tax is expected to finish at ~\$3.22M for FY 20, which is better than the approved budget and better than our own internal estimates. It appears that the option to defer payments has not impacted our sales tax figures.
  - c. July 9, 2020 Update - The May state sales tax report was released on July 9, 2020. This May report covered April consumer sales, which was the first full month impacted by the pandemic, as the Governor’s shelter in place order, which initially went into effect on March 20<sup>th</sup>, was extended through April 30<sup>th</sup>. Despite the continued closure of all businesses deemed “non-essential” and the suspension of dining room service for restaurants, sales tax proceeds came in only marginally lower (0.77%) than last year (\$257,366 for July 2020 vs. \$259,358 in July 2019). Based on sales tax trends over the last two months, management has revised its FY 21 sales tax projections to around \$3 million, which is about a 7% decline from the FY 20 actual amount of ~\$3.22M (unaudited). As stated last month, it appears that the option to defer payments has not had any material impact on our sales tax figures. Despite the resilience of municipal sales taxes, Non-Home Rule (NHR) taxes have not fared nearly as well. After declining year-over-year by 6% last month, July’s allotment for NHR sales taxes came in at 87% of last year’s amount. Ostensibly the reason for this decline is that most consumers are purchasing items that are exempt from NHR sales taxes (i.e. food, drug, medical appliances, etc.). Current FY 21 projections put NHR Sales at ~\$2.08M, which is decline of approximately 14% in comparison to the FY 20 amount of \$2.41M (unaudited).
  - d. August 6, 2020 Update – The June state sales tax report was released on August 6<sup>th</sup>. This June report covered May consumer sales, which was the second full month impacted by the pandemic, as the Governor’s orders were extended through the end of May and the state spent all of the month in phase 2 of the Restore Illinois plan. Despite the continued closure of all businesses deemed non-

essential and the suspension of indoor dining service, sales tax proceeds came in flat (0.12% growth) compared to last year. As mentioned in the July 9<sup>th</sup> update above, we have revised our FY 21 regular sales tax estimate to \$3 million, and this June state sales tax report amount is slightly better than our model would expect (i.e. evidence supporting that FY 21 regular sales tax could be higher than \$3 million). However, non-home rule sales taxes are down 20% year over year, which indicates non-essential purchases are being delayed by consumers. Further, this phenomenon is being observed in municipalities across the region. We will be monitoring these figures going forward for further changes to the FY 21 non-home rule sales tax figures.

- e. **September 17, 2020 Update** - The July state sales tax report was released on September 3<sup>rd</sup>. This July report covered June consumer sales, which was first full month in which the entire State entered Phase 3 of the Restore Illinois Plan, which allowed bars and restaurants to resume operations for outdoor seating. Sales tax proceeds came in at \$315,479, which is a 11% increase over the September 2019 allotment and the single highest monthly allotment in the City's history. Initially, staff believed that this increase was due to online retailers collecting local sales taxes earlier than the July 1<sup>st</sup> deadline, which would have shown up as an increase in sales taxes and a corresponding decrease in local use taxes. Happily, this initially theory has proven to be inaccurate, as September local use tax proceeds increased by 40% (more on this later on in the memo). A more likely explanation for our relatively good performance on sales taxes and our very good performance on use taxes is that more residents in the region are spending money at Yorkville stores (the majority of our sales taxes), Yorkville residents are spending more money online than ever before (a minority of our sales taxes) and Illinois residents are spending more money online than ever before (majority of use taxes). NHR Sales taxes also performed well, coming in at \$216,778, which is only a ~1% decline from the previous year; compared to a 13% year-over-year decline last month.
- f. **October 8, 2020 Update** - The August state sales tax report was released on October 6<sup>th</sup>. This August report covered July consumer sales, which was first full month that certain on-line retailers were required to collect both state and locally imposed Retailer's Occupation Tax (ROT, aka sales taxes); for those retailers who either met a threshold of 200 transactions annually or receive \$100,000 in annual gross receipts. October municipal sales tax proceeds came in at \$299,313, which is a 5% increase over the prior year's allotment. With the new sales tax sourcing rules now in effect, we should start to see local use tax proceeds begin to decline starting this month. However, this reduction should be more than offset by increases in municipal sales tax. As for non-home rule (NHR) sales tax, staff would like to correct the amount of NHR sales tax reported last month (section e above). September NHR sales came in at \$245,462, which was a 11% increase over the prior year's amount of \$221,795. Similar to last month's increase in municipal sales tax, the increase in NHR sales was ostensibly due to more residents in the region spending money at Yorkville stores. For October, NHR sales tax proceeds totaled \$292,232 (gross), which is a 5% increase over last October's amount of \$218,207. Looking ahead into next year, sales tax sourcing

laws will change again effective January 1<sup>st</sup>, as on-line retailers will be further required to collect non-home rule sale tax, which should result in a substantial increase (albeit undetermined) in NHR sales tax proceeds starting in April 2021.

4. One report that miles driven in the Chicagoland region after the stay-at-home order was issued is 67% less miles than normal. Since MFT is based on a per gallon flat rate, the relationship between miles driven and gas taxes received by the City should be linear, i.e. 67% less.
  - a. May 21, 2020 Update - MFT proceeds came in better than expected at \$33,790, a decrease of approximately 20% from the prior year. MFT finished FY 20 at \$466,091 (\$24.50 per capita), which is ~3.5% less than FY 19 amounts; but is in-line with IML's per capita projection of \$24.30 (\$462,235). MFT Transportation Renewal Fund (TRF) proceeds, which are funded by the recent increase in State motor fuel taxes, came in at \$235,852 (\$12.40 per capita) for FY 20. TRF proceeds finished higher than IML projected amounts (\$11.45 per capita) by over \$18,000.
  - b. June 4, 2020 Update – In late May the City received its first of six Rebuild Illinois allotments, which is a new program administered by IDOT and funded by State bond proceeds. This first distribution totaled \$208,937, with another distribution expected later on this fiscal year. Subsequent distributions are expected in FY 22 and FY 23, for a grand total of \$1,253,625. Due to the uncertainty surrounding the distribution of payments during the FY 21 budget process, a nominal amount of \$5,000 in revenue was included in the budget for the Rebuild Illinois program. Assuming the anticipated payment streams come to fruition, it will help to offset any potential MFT revenue declines; thus, allowing the City to maintain relatively stable funding for RTBR and other MFT related capital programs.
  - c. July 23, 2020 Update – MFT proceeds declined by ~25% in comparison to July of 2019, as presumably fewer people are traveling, for both work and leisure, due to the ongoing pandemic. July MFT was worse than expected, as the current IML target for FY 21 is \$20 per capita (~\$380,000 annualized), which is an 18% decrease from FY 20 totals. MFT TRF proceeds (which are tracked as a percentage of regular MFT amounts) came in at \$19,700 in July, which is equal to 75% of the regular MFT proceeds received.
  - d. August 20, 2020 Update – Once again MFT proceeds declined by 25% in comparison to last August (\$43,968), coming in at \$32,706. After a slight year-over-year increase of 2% in April, MFT proceeds have declined by an average of ~25% over the last four months; presumably as large segments of the workforce continue to work remotely. MFT TRF proceeds totaled \$23,536 in August, which is equal to 72% of the regular MFT allotment for the month.
  - e. September 17, 2020 – MFT proceeds rebounded sharply in September, coming in at \$38,892, which is 11% higher than last September's allotment of \$34,911; as ostensibly more people resume their daily travel routines. This is the first time MFT has posted a year-over-year gain since April, which represented February (pre-pandemic) motor fuel sales. MFT TRF proceeds totaled \$26,736 in September, which is equal to 69% of the regular MFT allotment for the month.

5. The City's utility bills (water, sewer, sanitary district, garbage, and road infrastructure fee) were due on April 6<sup>th</sup> for usage that occurred in December and January. The City staff was monitoring payment counts and amounts received and can report that neither figure was outside of normal expectations. The "late" bills are due April 20<sup>th</sup>, and staff will monitor whether those figures are outside expectations. The next full utility bill cycle will cause bills to be due June 5<sup>th</sup>.
  - a. April 23, 2020 Update – The April 20<sup>th</sup> late bill payment deadline was within normal expectations.
  - b. June 10, 2020 Update – The June 5<sup>th</sup> due date for the April utility bills was within normal expectations. Direct deposit amounts for City utility bills have remained steady at around \$250,000 per billing cycle.
  - c. August 6, 2020 Update – The August 5<sup>th</sup> due date for the June utility bills was within normal expectations. We do not have more late payments than normal, but we have a small group of accounts with higher balances than normal since shutoffs have not been conducted. We are working with these households proactively.
  - d. **October 8, 2020 Update** – Staff is preparing to conduct water shut offs, starting on October 21<sup>st</sup>, for accounts with an outstanding balance of \$500 or more. Staff continues to proactively work with these delinquent accounts, which total ~65, in order to avoid an interruption in service.
6. A number of the City's capital funds are dependent upon impact fees. Fortunately, the City has been extremely conservative in new housing start estimates and does not depend on these revenues for ongoing operational expenditures. The Mayor and staff have been polling local and national home builders and all remain optimistic for the construction season.
  - a. August 6, 2020 Update – New housing starts in 2020 stand at 118 as of today, which is a 17% increase over the 2019 year-to-date figure of 101. This year-over-year increase is driven primarily by the construction of new townhomes in the Raintree Village subdivision, as single family housing is only up 92 in 2020 compared to 91 in 2019. However, the City currently has an additional 59 new housing starts applied for that will be issued in the next few weeks, which will drive that year-over-year increase much higher.
  - b. **October 8, 2020 Update** – New housing starts in 2020 stand at 224 as of today, which is an 88% increase over the 2019 year-to-date figure of 119; with the bulk of activity taking place in the Grande Reserve (64), Kendall Marketplace (35), Prestwick Ashley Point (19) and Raintree Village (84) subdivisions.
7. The State of Illinois is one of the least financially prepared states for a major recession or depression. The State has already begun sweeping different funds and delaying payments to non-health and non-medical organizations. Members of both political parties in Illinois in the past have discussed slashing state revenue sharing with municipalities. While no specific proposal is on the table at this time, one could easily imagine a scenario where municipal-related state funds are swept, and state revenue sharing is significantly reduced.



- a. April 23, 2020 Update – The state has moved funds around within their own budget but has not yet signaled any impact to revenue streams shared with municipalities.
- 8. The City's cash position and cash flow, even in extreme circumstances and with no affirmative action by the City is ok through 2020. The City's cash position and cash flow, in extreme circumstances and with no affirmative action by the City will enter crisis territory in mid-2021 before being untenable by the end of 2021. The City's valley of cashflow will occur in December 2020 and December 2021, when most of the City's bond payments are made.

**Important Dates (all old text, no updates)**

- 9. When the curve is flattened
- 10. When different sectors of the economy are able to restart
  - a. May 7, 2020 Update – The Governor's stay at home order has been extended through the end of May, and his reopening plan illustrates months before a return to economic normalcy. There has been widespread push back from the business community on this plan, and it remains to be seen whether it will change as a result of data or pressure from the public.
  - b. June 10, 2020 Update – Beginning on June 1<sup>st</sup> the State entered phase three of the Governor's reopening plan. "Non-essential businesses" have been allowed to reopen (with certain safety restrictions) and restaurants have been allowed to expand their services beyond delivery, pick-up and drive-thru, to include open outdoor seating. Our region is currently on track to move to Phase 4 of the plan on June 26<sup>th</sup>, which will allow all outdoor recreation, indoor dining with capacity limits, and other expanded measures.
  - c. July 23, 2020 Update – On July 15<sup>th</sup> the Governor announced a new mitigation plan that modifies the existing "Restore Illinois" plan aimed at preventing another COVID-19 surge in Illinois. Initially the State was divided into four regions, that would each progress through five stages of reopening, each with fewer restrictions as COVID-19 cases subsided. Under the Governor's revised plan the State has been divided into 11 smaller regions, which will enable the state to act in a more decisive, targeted way in addressing COVID-19 hotspots without reacting more broadly than circumstances require by imposing blanket restrictions across large geographic areas or moving entire regions back to an earlier phase. Kendall County has now been moved out of the Chicagoland region, and is in a region with the counties to our south and west – all the way to the Iowa border.
  - d. August 6, 2020 – Kendall County's positive test rate has been on the rise in the past few days and sat at 6.8% on July 31, with the Governor specifically calling out our region and multiple counties within our health region. The Governor's planned action for regions and counties that are seeing poor testing data (i.e. days of above 8% positive tests) includes closure of indoor dining, non-essential businesses, and other similar actions.

11. Early May 2020 – when the sales tax monthly report for February consumer sales will be released, and when the sales tax reporting deferral will be seen
  - a. May 7, 2020 Update – As noted above, there is no evidence of impact from sales tax reporting deferrals on the sales tax amounts received.
  - b. June 10, 2020 Update - The impact from sales tax reporting deferrals on the actual amount of sales taxes received remains negligible. Since the sales tax deferral went into effect last month, less than 1% of the average monthly totals have been deferred.
12. Mid May 2020 – when the MFT monthly report for March consumer sales will be released.
  - a. May 21, 2020 Update – As noted in section 4(a) above, MFT proceeds came in better than expected at \$33,790, a decrease of approximately 20% from the prior year.
13. Early June 2020 – when the sales tax monthly report for March consumer sales will be released from the state, and the first with potentially lower sales and reporting deferrals.
  - a. June 10, 2020 Update – As noted in section 3(b) above, sales tax will end FY 20 right around \$3.22M, which is \$70,000 higher than initially budgeted and a 5% increase in comparison with the previous fiscal year. June’s allotment for Non-Home Rule (NHR) sales taxes came in at 94% of last year’s amount. FY 20 totals for NHR Sales will be ~2.41M, which is 2% higher than FY 19 amounts.
14. Early July 2020 – when the sales tax monthly report for April consumer sales will be released from the state
  - a. July 9, 2020 Update – As noted in section 3(c) above, sales tax proceeds, representing April consumer sales, only marginally declined from the previous July. July’s allotment for Non-Home Rule (NHR) sales taxes came in at 87% of last year’s amount, which seems to be indicative of consumer buying habits during the pandemic.
15. July 1, 2020 – when the first, partial online sales tax methodology change goes into effect statewide, resulting in modest (relative) sales tax revenue increases for municipalities
16. July 2020 – when income taxes are due to the state
  - a. July 9, 2020 Update – The full impact of the extended income tax deadline will not be known until September/October, due to the three-month lag between taxes being remitted and received from the state.
  - b. As noted above in Section 2(f), August income tax proceeds increased two-fold over the prior year, presumable due to the timing of payments related to the extension of the State income tax filing deadline.
  - c. As noted above, September income tax proceeds posted a year-over-year gain of 29%, once again presumable due to the timing of payments related to the extension of the State income tax filing deadline.

17. August 2020 – no action has been taken by Kendall County to implement this date yet, but the current discussion for property tax payment dates would push the first payment out to August 2020.
  - a. Despite the County not assessing a penalty until after August 15<sup>th</sup> (for those individuals approved for a COVID-19 waiver), City corporate property tax proceeds remain in line with 2019 amounts, totaling \$1.74 M through July.
18. September 2020 – when the first sales tax monthly report will be released that could possibly be the first sales tax monthly report with no deferrals.
  - a. Despite our initial concern, the deferral of sales tax had no material impact on the City's sales tax proceeds, as total deferrals were less than \$10,000 in the aggregate.
19. November 2020 – state referendum on progressive income tax
20. December 2020 – large bond payments are due, representing a valley of cashflow
21. January 1, 2021 – when the second, full online sales tax methodology change goes into effect statewide, resulting in potentially significant (relative) sales tax revenue increases for municipalities
22. February 2021 – when abatement ordinances on alternate revenue bonds are due to the County
23. December 2021 – large bond payments are due, representing a valley for cashflow

## **Revenues – Summary (all old text, no updates)**

The primary concerns of the ongoing situation are explained in greater detail below; but for the most part, can be summarized as follows:

- the State cutting or delaying various tax remittances
- the County delaying property tax distributions and the impact of a potential recession on the local real estate market
- delays and non-payments of various utility billing charges
- limited investment opportunities in a low interest rate environment
- the impact on the building and development community should a prolonged recession occur
- the duration of social distancing, as many revenue streams are dependent upon people freely engaging in various activities in a public setting

## **Revenues - Highest concern (new text only where update is noted)**

24. Municipal and NHR Sales Tax – account for approximately one-third of all General Fund revenues and can be highly volatile. Restaurants and bars generate ~14% of all municipal sales tax receipts. Could see potential losses from proposed FY 21 amounts of over \$750,000, based on current anecdotal sales information and the stay-at-home order being issued through the end of April.

- a. April 23, 2020 Update – While the stay at home order has not been extended past April 30<sup>th</sup>, recent comments by the Governor and Mayor of Chicago, as well as modeling for the COVID-19 case count, seems to indicate that widespread impacts to public gatherings will occur for several weeks, if not months. The staff has updated the FY 21 sales tax estimates, and now expects to see a decrease of more than \$1,000,000 in regular and non-home rule sales taxes.
- b. May 7, 2020 Update – The stay at home order has been extended through May, and the Governor’s reopening plan makes it seem that widespread retail and restaurant impacts will occur through the Summer. As noted above, the February consumer sales tax / March state receipts report was released on May 7, 2020 and the 2020 figures were 9% higher than the 2019 figures for the same month. At least in the run up to the pandemic, no sales tax downturn was observed.
- c. June 10, 2020 Update – The stay at home order has been lifted as of June 1<sup>st</sup>, as the State enters phase 3 of the reopening plan. As noted above, the March consumer sales tax / April state receipts report, which is the first month impacted by the Governor’s Shelter in Place order was released on June 4, 2020 and the 2020 figures were nominally higher than the 2019 figures for the same month. Thus far, sales tax has remained resilient, as staff speculates that the decrease in sales tax proceeds from “non-essential businesses” and restaurants has been offset by the increased demand brought on by the pandemic for food and other consumer goods.
- d. July 9, 2020 Update – On Friday, June 26<sup>th</sup> the State entered phase 4 of the reopening plan, which now allows “non-essential” business to open and restaurants to resume indoor dining, albeit with restrictions. As noted above, the April consumer sales tax / May state receipts report, which is the first full month

impacted by the Governor's Shelter in Place order, showed that the 2020 figures were nominally lower than the 2019 figures for the same month. Thus far, sales tax has remained resilient, as staff speculates that the decrease in sales tax proceeds from "non-essential businesses" and restaurants has been offset by the increased demand brought on by the pandemic for food and other consumer goods. Conversely, NHR sales are beginning to lag, presumably because the items consumers are buying are exempt.

- e. August 6, 2020 Update – As mentioned in the July 9<sup>th</sup> update and further above in this memo, the non-home rule sales tax for the June state report is down 20% year-over-year, giving further evidence to the observation of consumers spending more on essential goods than non-essential goods.
- f. September 17, 2020 Update – As mentioned above, sales taxes have remained resilient thus far in FY 21, either matching or exceeding prior year amounts.
- g. **October 8, 2020 Update** - As mentioned above, sales taxes have remained fairly resilient throughout the pandemic thus far, with an average increase of around 4% over the last six months. After increasing by 11% last month, NHR sales increased by 5% in October, which is a positive indicator that area residents are beginning to make more general merchandise purchases, in addition to food and other household goods.

#### **Revenues - High concern (all old text, no updates)**

- 25. Income Tax – could possibly decline by \$200,000 or more due to sharp increases in unemployment levels and lower corporate profits should a recession occur. The State is also likely to either cut or delay payments, due to their own budgetary issues.
  - a. May 7, 2020 Update – As mentioned earlier in the memo, the IML released their revenue estimates, expecting a 15% decrease in income tax revenues from FY 20 actuals. This is a loss of \$300k between FY 20 and FY 21. As of April 28<sup>th</sup>, the City was assuming a loss of only ~\$140k between FY 20 and FY 21, which means the income tax picture has become ~\$160k worse than we expected.
  - b. June 10, 2020 Update – As mentioned above, June's allotment of income tax came in at \$118,791, which is essentially even with last June's allotment of \$119,293. Income tax receipts will finish FY 20 at approximately \$1.87M, which is a 5% decrease in comparison to last year. IML has revised its FY 21 per capita estimate to \$97. If \$97 per capita comes to fruition, it would match the FY 20 actual figures (i.e. revenues are flat).
  - c. July 23, 2020 Update – As mentioned previously July's income tax proceeds totaled \$188,635, which is about 6% higher than the prior year's allotment of \$178,400. The IML currently has income tax pegged at \$97 per capita, which would put the City's total income tax around \$1.85M for FY 21.
  - d. August 20, 2020 Update – As referenced above, August's income tax proceeds totaled \$257,905, which is more than twice the amount of the prior year's allotment of \$127,883.

- e. September 17, 2020 Update – As mentioned above, September’s income tax proceeds were \$146,132, which is a 29% increase over last September’s amount of \$113,183.

26. Local Use Tax – decline could be marginal, due to the prevalence of on-line sales.

However, the State is also likely to either cut or delay payments.

- a. May 7, 2020 Update – As mentioned earlier in the memo, the IML released their revenue estimates, which expect no change between FY 20 and FY 21. As of April 28<sup>th</sup>, the City was assuming a loss of ~\$87k in use taxes, which means the use tax picture has become \$87k better than we expected.
- b. May 21, 2020 Update – May’s allotment of local use tax came in 3% higher than last year’s allotment of \$45,940. Assuming June’s allotment remains flat with last year’s amount, local use tax would finish FY 20 at approximately \$658,000. This observance aligns with the IML’s estimate that use taxes are likely to not decrease in FY 21, based on the large transfer of retail sales to online purchases.
- c. June 10, 2020 Update – June’s allotment of local use tax came in 15% higher than the previous year, ostensibly due to the pandemic and corresponding shelter in place order from the Governor. Local use tax is expected to finish FY 20 at \$665,000, which is a 15% increase over FY 19 amounts.
- d. July 23, 2020 Update – Local use tax continues to remain robust, ostensibly due to the continued popularity of on-line shopping, especially during the pandemic. Local use proceeds are up 29% from July of last year, coming in at \$63,676 (the July 2019 amount was \$49,432). The IML currently predicts FY 21 local use at \$35.50 per capita, which would yield an annualized amount of ~\$675,000. Assuming this comes to fruition, FY 21 local use would increase by 1.5% over the prior year (FY 20).
- e. August 20, 2020 Update – Local use tax continues to remain strong, with August proceeds coming in at \$70,816, which is a 43% increase over the prior year (\$49,646 – August 2019).
- f. September 17, 2020 Update – As mentioned in the sales tax section above, local use tax continues to remain robust, posting another 40+% increase in September (\$71,494 v. \$50,740 in September 2019). Despite significant recent growth in this revenue stream, local use tax should begin to level off and decline starting next month, as October (July consumer sales) will be the first month in which on-line retailers will be required to collect local sales taxes, instead of use taxes.

27. Motor Fuel Tax – may decline by over \$100,000 from decreased demand, as a result of high unemployment and more people working remotely. The State also likely to either cut or delay payments.

- a. May 7, 2020 Update – As mentioned earlier in the memo, the IML released their MFT and TRF estimates, expecting a loss of 15% in MFT and lowering their per capita projections for TRF slightly. In the FY 21 budget approval, the City assumed moderate growth in the MFT and had not updated those estimates as a result of the pandemic. As a result, the IML estimates for MFT and TRF are \$125,000 worse than we expected.

- b. June 10, 2020 Update – As mentioned above, the IML has revised its FY 21 MFT and TRF projections this week. Per capita MFT was reduced by almost 20%, from \$24.85 to \$20; whereas TRF projections were reduced by 11%, from \$16.87 to \$15. This puts the City’s share at \$380,000 (MFT) and \$285,000 (TRF), respectively – which combined is \$128,000 less than FY 21 budgeted amounts. Fortunately, this projected loss is more than offset by proceeds from the REBUILD Illinois program, mentioned above
  - c. July 23, 2020 Update – As mentioned earlier in the memo, MFT proceeds declined by ~25% and was worse than expected, as the current IML target for FY 21 is \$20 per capita (~\$380,000 annualized), which is an 18% decrease from FY 20 totals. MFT TRF proceeds came in at \$19,700 in July, which is equal to 75% of the regular MFT proceeds received.
  - d. August 20, 2020 Update – As referenced above, once again MFT proceeds declined by 25% in comparison to the prior year, which is consistent with its performance over the last four months. MFT TRF proceeds totaled \$23,536 in August, which is equal to 72% of the regular MFT allotment for the month.
  - e. September 17, 2020 Update – As mentioned above, MFT proceeds rebounded in September, posting a year-over year gain of 11%. MFT TRF proceeds totaled \$26,736 in September, which is equal to 69% of the regular MFT allotment for the month.
28. Water Sales, Infrastructure Fees and Late Penalties – water sales may decline due to shrinking usage or wet weather. May adversely impact cash flow due to customers paying late or not at all. Late penalties may also vary, depending on whether or not fees are waived.
29. Sewer Maintenance Fees and Infrastructure Fees – similar to water infrastructure fees, may adversely impact cash flow due to customers paying late or not at all.
30. Child Development and Athletics & Fitness – may result in substantial refunds and season cancellations depending on how long the shelter in place order lasts and the willingness of residents to reengage in public activities.
- a. June 10, 2020 Update – Staff expects there to be a significant decrease in revenue and profit margin due to the Restore Illinois Plan restrictions on in-person programming and the willingness of residents to reengage in public activities. For example, about two-thirds of the spring youth sports league participants have requested refunds. We expect that this trend will continue throughout the year or until we reach Phase 5 of the Restore Illinois Plan. Nevertheless, as the State updates in-person programming guidelines we potentially could see an increase in in-person programming opportunities, revenue and profit margins.
31. Library Property Taxes – account for ~95% of all Library revenues. Any substantial delays in payments or remittance may result in serious operational and cash flow issues for the Library.

32. TIF Property Taxes – any substantial delays in payments or remittance would add continued pressure to the General Fund, which directly offsets the negative cash position of the three TIF Funds. In future fiscal years, a potential decline in property values would further inhibit the TIF districts ability to eliminate its negative equity position.

**Revenues - Medium concern (new text only where update is noted)**

33. Corporate Property Taxes – may be delayed by the County. This, coupled with delayed remittance of state taxes, would put a strain on operational cash flow. In future fiscal years, this revenue stream may continue to decline, as more and more funds are diverted away to cover the City's contribution to the Police Pension Fund.
- a. April 23, 2020 Update – Property taxes are not being delayed by the County, but late fees are being waived for a couple months.
  - b. June 10, 2020 Update – The first allotment of property tax was received in early June. It was a week later than normal, but the amounts were in-line with expectations, thus far.
  - c. August 20, 2020 Update – As mentioned above, corporate property tax proceeds remain consist with prior year amount through July, despite the County not assessing a penalty until after August 15th (for those individuals approved for a COVID-19 waiver).
  - d. **October 8, 2020 Update** – To date the City has received five out of seven allotments of property tax from the 2019 levy for a total of ~\$3.2M, which is 96% of the total amount levied of \$3.34M; which falls exactly in-line with last year's collection rate.
34. Building Permits, Connection & Development Fees – the impact on permit revenue from the pandemic and recession that is anticipated to follow, remains to be seen. Staff will continue to provide updates regarding these revenue streams as information becomes available.
- a. June 10, 2020 Update – Total permits issued thus far in FY 21 total 217, which is significantly higher than last May's amount of 128. Single family and commercial permits total 20 thus far in FY 21, in comparison to 31 permits issued last May.
35. Amusement, Video Gaming & Hotel Taxes – the impact on these revenue streams are wholly dependent on the longevity of the COVID-19 pandemic and the shelter in place order from the Governor. Hotel tax receipts will have limited impact on the City budget, as 90% of all proceeds received are remitted to the AACVB.
36. Investment Earnings – are expected decline sharply City-wide in the upcoming fiscal year, due to potentially declining revenues and an extremely low interest rate environment.
- a. June 10, 2020 Update – Limited opportunities for investment earnings seem likely for the City for at least the next two fiscal years, as the Fed recently announced that it will continue to track interest rates near zero through at least 2022, in an effort to support the national economic recovery.



- b. August 20, 2020 Update - As expected, interest rates have declined precipitously over the last several months. As an example, Illinois Funds, which is typically one of the higher yielding investment vehicles for the City, was yielding an annualized rate of 2.2% in August of 2019. Currently, its offering an annualized rate of 0.15%, a decline of over 90%.
  - c. September 17, 2020 Update – The Fed announced yesterday that it would maintain the federal funds rate at a range between 0 and 0.25%, until inflation begins to average at least 2% for an extended period of time, which may take until the end of 2023. Should this assumption hold, the City will experience a prolonged period of limited investment earnings until that latter half of FY 24.
37. MFT High Growth Earnings – similar situation to the other state taxes mentioned above, these proceeds could be swept or delayed by the State.

**Revenues - Low or no concern (all old text, no updates)**

38. These revenue streams are comprised of pass-through items (such as business district or admission taxes), various reimbursements from developers and other sources, and all other revenues not previously identified – with minimal, individual impact on the overall budget.

**Expenditures under consideration (all old text, no updates)**

The Mayor and staff have preliminarily discussed a first cut list of approximately \$1.3m in the general fund or related funds and \$200,000 in the water fund to offset a potential loss of \$1.3m in general fund revenues. We have reprinted the full list of the “easy/medium/difficult” categories from the April 14<sup>th</sup> City Council memo, with items recommended to be cut noted. All of the cuts marked below will be continuously reviewed by the Mayor and staff and may be amended or rescinded in the future.

**Expenditures - Easy to implement (all old text, no updates)**

39. Delay the proposed new PW employee - \$100,000 annually through FY 25
- a. April 23, 2020 Update – Cut until things stabilize.
40. Delay the FY 22 Police Commander - \$150,000 annually beginning in FY 22 and annually through FY 25
- a. April 23, 2020 Update – Cut until things stabilize.
41. Implement a hiring freeze/review process whenever a vacancy occurs. The City has one anticipated retirement in the police department at the end of FY 20, and the Chief and the Mayor have proposed leaving that position vacant going forward - \$85,000 annually through FY 25 for police retirement vacancy; TBD for all other employees
- a. April 23, 2020 Update – Implement a hiring freeze on a case-by-case basis. Do not rehire position to be vacated through one police officer retirement. Do not hire seasonal part-time help in the Parks and Public Works Departments.

- b. August 6, 2020 – The City is in the process of hiring a Police Records Clerk, due to staffing needs within the department.
- 42. Cutback or reduce new budget proposals
  - a. New sidewalk program – gross annual spend proposed at \$125,000
    - i. April 23, 2020 Update – Reduce the annual spend for this project, but watch for a turnaround and opportunity to reinstate the full budget amount.
  - b. Pavement striping – gross annual spend proposed at \$62,000
    - i. April 23, 2020 Update – Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
    - ii. August 6, 2020 Update – The City moved forward with a \$25,000 striping bid in July 2020.
  - c. Public Works building RFQ - \$30,000
    - i. April 23, 2020 Update – Cut until things stabilize.
  - d. Police building RFQ - \$30,000
    - i. April 23, 2020 Update – Cut until things stabilize.
  - e. E-ticketing software - \$26,500
    - i. April 23, 2020 Update – Cut this project, but watch for a turnaround and opportunity to reinstate at a later date.
  - f. Office chairs - \$10,000
    - i. April 23, 2020 Update – Cut until things stabilize.
  - g. Buy one less police vehicle per year - \$65,000 potential savings per vehicle
    - i. April 23, 2020 Update – Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
    - ii. July 23, 2020 Update – There are two police SUVs budgeted in FY 21 and both were authorized by City Council in March 2020. Staff is in the process of ordering the first SUV, and the second SUV will be held off as mentioned above.
    - iii. August 6, 2020 – The first police SUV has been ordered. The second SUV is held off as discussed.
  - h. Bulk water dispenser - \$20,000
    - i. April 23, 2020 Update – Not cut for the time being, as cost is housed within the water fund.
  - i. Enterprise Resource Program (ERP) - gross budget spend in FY 21 and FY 22 proposed at \$475,000

- i. April 23, 2020 Update – Cut this project but continue to do due diligence on reducing scope and cost of a future ERP project and watch for a turnaround and opportunity to reinstate at a later date.
- j. Cable consortium participation – net annual spend in FY 21 proposed at \$65,000
  - i. April 23, 2020 Update – Cut participation in the consortium from a financial basis but do due diligence on remaining in the consortium at a reduced contribution amount and/or broadcasting public meetings with in house resources.
  - ii. August 6, 2020 Update – Waubensee Community College has exited the consortium as of July 31, and the consortium expenditures should be minimal for the next several weeks while the Consortium discusses its service delivery model. FY 21 expenditures should be \$0, but for future City Council action.

**Expenditures - Medium difficulty to implement (new text only where update is noted)**

43. Compensation and benefits

- a. The City implemented a one-week furlough during the last recession. A one-week furlough based on current staff counts and compensation would yield more than \$100,000 in savings. This assumes that all employees, including union employees (subject to negotiation), would take a one-week furlough.
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient.
- b. The City froze salaries for a year or two during the last recession, depending on the group of employees. A 0% raise for current non-union employees would yield more than \$100,000 in savings annually and compounded compared to the FY 21 budget proposal.
  - i. April 23, 2020 Update – Recommendation to immediately implement.
  - ii. August 6, 2020 Update – The Police Officers union contract is on the City Council agenda for approval with a 2% COLA for August 2020 implementation. Non-union salaries are being readdressed depending on successful completion of the Public Works union contract and the Sergeants union contract.
  - iii. **October 7, 2020 Update** – The MOU approving a one-year extension to the Public Works contract was approved with a 2% COLA at the September 22<sup>nd</sup> City Council meeting. The Sergeants contract is expected to be presented to Council for consideration at the October 13<sup>th</sup> meeting.
- c. The elected official compensation ordinance just approved by City Council doesn't take effect until FY 24, but the annual value is \$30,000 over prior compensation levels.
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

44. Cutback, reduce, defer

- a. Police pension contributions, currently at 100% funding target but legally required only at 90% funding target - \$195,000 difference in FY 21
  - i. April 23, 2020 Update – Savings can't be realized until FY 22, which is when the property tax levy to be passed by the City Council in December 2020 will be on the property tax bills. We recommend exploring this option with the police pension fund over the coming months.
- b. Greenbriar Road RTBR supplemental project - \$200,000 in FY 21
  - i. April 23, 2020 Update – Cut this project, but watch for a turnaround and opportunity to reinstate at a later date.
- c. 2021 RTBR program - \$1,700,000 in FY 22
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- d. Staff training, organization wide - \$100,000 annual
  - i. April 23, 2020 Update – Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
- e. Staff membership in professional organizations – TBD
  - i. April 23, 2020 Update – Reduce the annual spend for this project but watch for a turnaround and opportunity to reinstate the full budget amount.
- f. Ask for all consultants, vendors, and partners to reduce contract value - TBD
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient. However, without being asked, Attorney Orr has reduced her hourly rate by 7.5%.
- g. Mosquito control - \$6,000 annual
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- h. Library liability insurance - \$25,000 annual
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- i. Tuition reimbursement for currently enrolled employees - \$15,000 annual in five year budget proposal
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- j. Minute taking change - \$4,000 annual
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- k. Snow plow blades - \$14,000 in FY 21

- i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- l. Playground replacements - \$200,000 in FY 21
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- m. Parks equipment and mowers - \$70,000 in FY 21
  - i. April 23, 2020 Update – Cut until things to stabilize.
  - ii. July 23, 2020 Update – A new wing mower is proposed to be purchased for \$53,000.
  - iii. August 6, 2020 Update – The new wing mower was authorized by City Council at the July 28<sup>th</sup> meeting.
- n. Sanitary sewer crawler camera - \$65,000 in FY 21
  - i. April 23, 2020 Update – Cut until things stabilize.
- o. Hot water unit for vactor truck - \$15,000 in FY 21
  - i. April 23, 2020 Update – Cut until things stabilize.
- p. Public Works mowers - \$31,000 in FY 21
  - i. April 23, 2020 Update – Cut until things stabilize.
  - ii. July 23, 2020 Update – A medium-sized mower is being purchased for \$11,000.
  - iii. August 6, 2020 Update – The medium sized mower has been ordered.
- q. Elizabeth St watermain replacement - \$600,000 in FY 21
  - i. April 23, 2020 Update – Cut until things stabilize. This project is entirely housed within the water fund, but we are recommending it be deferred indefinitely to protect cash-flow.
- r. Water Fund capital including vehicles, Appletree Ct watermain, Well #7 electrical work, SCADA upgrades, water tower painting, Orange and Olsen watermain engineering work, and pressuring sensing valve program - \$100,000 in FY 21
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient. Costs are entirely housed within the water fund.

**Expenditures - High difficulty to implement or high impact to organization and services (all old text, no updates)**

- 45. Compensation and benefits
  - a. Reduce health insurance benefits – TBD
    - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

- b. Change health insurance carrier – would have been \$100,000 difference in FY 21 if implemented, value in FY 22 is TBD
      - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
    - c. Move to self-insurance – Value TBD, but risk to City would increase
      - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
    - d. Furloughs of 20% (turning a 40 hour work week into a 32 hour work week) for all employees, including union employees (bargained) - \$1,500,000 annual and compounded
      - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
    - e. Progressive salary cuts of 5% for employees paid less than \$60,000 annually, 10% for employees between \$60,000 and \$100,000 annually, and 15% for employees above \$100,000 - \$900,000 annually and compounded
      - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
    - f. Salary freeze for all union employees (must be negotiated) - \$100,000 annually and compounded
      - i. April 23, 2020 Update – Recommendations to negotiate with unions.
      - ii. August 6, 2020 Update – The Police Officers union contract is on the City Council agenda for approval, with a 2% COLA effective August 2020.
- 46. Waves of staff layoffs – The City’s peak full-time employment count prior to the last recession was 96 actual employees, with 105 budgeted. During the recession and afterwards, the City reduced employment counts through a variety of methods and had a low-count of 71 full-time employees. The City’s current employment count as of April is 77. Layoffs would have varying service impacts and cost savings, and specific layoffs would only be discussed in executive session.
  - a. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- 47. Sell assets
  - a. The Van Emmon Activity Center was worth \$1.2m prior to the pandemic.
    - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
  - b. The 8 acres at Kendall Marketplace was worth \$400,000 prior to the pandemic.
    - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

48. Categorical last resorts

- a. Refinance, restructure, and/or renegotiate all bond payments to delay and reduce imminent bond payment amounts.
  - i. April 23, 2020 Update – No immediate proposal to implement, but due diligence will be conducted by staff for December 2020 bond payments.
- b. Renegotiate all developer obligations and payments to reduce imminent payment amounts.
  - i. April 23, 2020 Update – No immediate proposal to implement, but due diligence will be conducted by staff on a case-by-case basis.
- c. Restructure developer fees and deposits to reduce City's financial burden. This would have the impact of increasing costs to developers and builders.
  - i. April 23, 2020 Update - April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient
- d. Revenue enhancements. There are many options for raising tax and fee amounts, and creating new taxes but these would only help the organization and would burden the public.
  - i. April 23, 2020 Update - No immediate proposal to implement. Readdress proposal later if first cut list is insufficient

**New Proposals, as of April 23, 2020 (all old text, no updates)**

- 49. Part-time hires – As noted above in the hiring freeze section, the Director Dhuse and Director Evans have both separately made the recommendation not to hire any seasonal part-time help in their departments. \$100,000 FY 21 value.
- 50. Outsourced inspections – Director Noble and Code Official Ratos have been managing inspection workload to minimize outsourcing. \$60,000 FY 21 value.
- 51. Baseline Road Bridge – There has been no specific proposal to spend these funds, as they had been budgeted simply as a protection against a sudden closure of the bridge. \$25,000 FY 21 value.

**New Proposals, as of May 7, 2020 (all old text, no updates)**

- 52. UDO – At the direction of the Mayor, the City staff negotiated a one-year pause of the UDO with both consultants. The consultants agree that the rates and cost within the agreement will continue forward for the extra year and that the study could be resumed at any time within the year. \$80,000 FY 21 value.

**Recommendation**

This is an informational item. Staff requests feedback on the content within.



Reviewed By:	
Legal	<input type="checkbox"/>
Finance	<input type="checkbox"/>
Engineer	<input type="checkbox"/>
City Administrator	<input checked="" type="checkbox"/>
Human Resources	<input type="checkbox"/>
Community Development	<input type="checkbox"/>
Police	<input type="checkbox"/>
Public Works	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>

Agenda Item Number

Mayor's Report #3

Tracking Number

CC 2020-78

### Agenda Item Summary Memo

**Title:** Collective Bargaining Agreement – Yorkville Sergeants

**Meeting and Date:** City Council – October 13, 2020

**Synopsis:** \_\_\_\_\_  
\_\_\_\_\_

### Council Action Previously Taken:

Date of Action: \_\_\_\_\_ Action Taken: \_\_\_\_\_

Item Number: \_\_\_\_\_

**Type of Vote Required:** Majority

**Council Action Requested:** Approval  
\_\_\_\_\_

**Submitted by:** Bart Olson Administration  
Name Department

### Agenda Item Notes:

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
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*Have a question or comment about this agenda item?*

*Call us Monday-Friday, 8:00am to 4:30pm at 630-553-4350, email us at [agendas@yorkville.il.us](mailto:agendas@yorkville.il.us), post at [www.facebook.com/CityofYorkville](https://www.facebook.com/CityofYorkville), tweet us at @CityofYorkville, and/or contact any of your elected officials at [http://www.yorkville.il.us/gov\\_officials.php](http://www.yorkville.il.us/gov_officials.php)*





# Memorandum

To: City Council  
From: Bart Olson, City Administrator  
CC:  
Date: October 8, 2020  
Subject: Police Sergeants bargaining agreement

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## **Summary**

Approval of a three-year bargaining agreement between the City and the Illinois Fraternal Order of Police, representing Yorkville employees with the position of Police Sergeant, during the period from May 1, 2020 through April 31, 2023.

## **Background**

This item was last discussed by the City Council in 2015, when a five year bargaining agreement was approved. That agreement expired in April 2020, and the City and the union have been involved in good faith negotiations for a new agreement since then. The outcome of those negotiations resulted in a new three year agreement to the existing contract, with changes to the 2015 agreement summarized as:

- 1) Section 2.2. Fair Share Dues from the 2015 agreement
  - a. This section has been removed entirely, due to the Supreme Court ruling Janus v. AFSCME.
- 2) Section 6.1 Wages Rates
  - a. Similar to the Police Officers' and the Public Works employees' agreements, the wages set in Exhibit B will be effective as of August 10, 2020.
- 3) Section 10.1 Sick Leave
  - a. Added language memorializing current practice, which states that sick time may be used to care for an immediate family member.
- 4) Section 12.2 Drug and Alcohol Testing
  - a. Added language in paragraphs E and F to address recent changes in State law regarding testing after discharge of a firearm, and prohibition on the use of cannabis.
- 5) Section 12.6 On Call Sergeant
  - a. Additional floating holidays in exchange for on-call responsibilities have been rolled back for all sergeants except the one detective sergeant in the unit, who shall receive 4 additional floating holidays. The Chief is making some operational changes so that the remaining sergeants will not have any on-call duties.
- 6) Section 13.1 Medical Insurance
  - a. Implements same employee contribution percentages and physical incentives as the Police Officers and Public Works employees' agreements. Current health insurance

percentages of 12% for HMO and 17% for PPO can be reduced to 10.5%/12.5% respectively, if the employee receives an annual physical.

7) Article 17 Termination

- a. The agreement is for a three year term, expiring in April 2023.

8) Appendix B, Annual Salary

- a. Sergeants salaries are set at 17% from the top of the officer scale, with a 2% COLA increase in FY 21 (effective August 10<sup>th</sup>), 2.25% in FY 22, and 2.5% in FY 23. This is the same COLA increases seen in the officers and public works agreements.

**Recommendation**

Staff recommends approval of this collective bargaining agreement.

# ILLINOIS FOP LABOR COUNCIL

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and

## UNITED CITY OF YORKVILLE

Sergeants



May 01, 2020 through April 30, 2023

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487

Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://www.fop.org)



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AGREEMENT between the UNITED CITY OF YORKVILLE, ILLINOIS (hereinafter called the "City") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/YORKVILLE SERGEANT UNIT (hereinafter called the "Council").

### **ARTICLE 1 RECOGNITION**

The City recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours of work and other conditions of employment for all full-time sworn officers employed by the City of Yorkville Police Department in the rank of Sergeant but excluding all other employees employed by the City of Yorkville.

### **ARTICLE 2 COUNCIL SECURITY**

#### **Section 2.1 Dues Check Off**

The City will deduct from the first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the City a voluntary due's check off authorization. The form of check off shall be as set forth in Appendix A attached hereto. If a conflict exists between the check off form and this Article, the terms of this Article control. Dues shall be remitted to the Council by the 15th day of the month following deduction.

#### **Section 2.2 Council Indemnification**

The Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

#### **Section 3.1 Definition**

A "grievance" is defined as a difference of opinion raised by an employee or the Council against the City involving the interpretation or application of, or compliance with, the provisions of this Agreement, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the City's Board of Fire and Police Commissioners.

#### **Section 3.2 Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance, or within fifteen (15) days after the Council or employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Verbal to immediate Supervisor. By discussion between the employee, accompanied by one

Council Officer if the employee so desires, and his immediate supervisor. The immediate supervisor shall answer verbally within seven (7) calendar days of this discussion.

STEP 2: Appeal to Chief. If the grievance is not settled in Step 1, the Council may, within seven (7) calendar days following receipt of the immediate supervisor's answer, or when an answer was due, file a written grievance with the Chief of Police signed by the employee and one Council Officer setting forth the nature of the grievance and the contract provision(s) involved. The grievant and a Council representative and the Chief will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

### Section 3.3 Arbitration

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Chiefs written answer.

(a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The parties shall alternately strike names from the panel and the person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and City representatives.

(c) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(d) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

(e) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the City, the Council and the employees covered by this Agreement.

## ARTICLE 4 MANAGEMENT RIGHTS

The City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including, but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an



effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

#### **ARTICLE 5 NO STRIKE-NO LOCKOUT**

No employees covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Council agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council, or for any cause whatsoever, it being the intent of the parties that the employees not strike or "slowdown" and that the City not lock out any employees.

#### **ARTICLE 6 WAGES**

##### **Section 6.1 Wages Rates**

During the term of this Agreement, employees shall be paid at the wage rates set forth in Appendix "B", provided that the first year increase shall be retroactive on all paid hours to August 10, 2020 for all members of the bargaining unit on the date this Agreement is executed.

##### **Section 6.2 Longevity Pay**

As part of their regular compensation and in addition to the wage rates set forth in Appendix "B", employees shall receive an annual longevity pay stipend as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
After 6 years but less than 9 years	\$750
After 9 years but less than 14 years	\$1,000
After 14 years but less than 20 years	\$1,500
After 20 years	\$2,000

#### **ARTICLE 7 HOURS OF WORK AND OVERTIME**

##### **Section 7.1 Application of Article**

This Article shall define the workweek and serve as a basis for calculating overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

##### **Section 7.2 Normal Workdays, Workweek**

The shifts, workdays and hours to which employees are assigned shall be stated on an Annual Departmental work schedule. The normal workday shall begin with a ten (10) minute roll call prior to the beginning of the work shift and shall include a paid forty-five (45) minute off-duty lunch break for each twelve (12) hours worked. Should it be necessary in the interest of efficient operations to alter shift starting or ending times or establish a different workday or workweek, the City will provide notice of such change to the individuals affected.

##### **Section 7.3 Overtime Pay**

When police officers are ordered to report for work which is in addition to the employee's normal work

schedule, the employee shall be paid time and one-half the employee's regular straight-time rate for all such hours of overtime. For the purpose of calculating overtime, all compensated hours shall be considered as hours worked. The hourly rate for overtime purposes shall be determined by dividing the annual salary by 2,080. Overtime shall be computed to the nearest one-quarter hour.

#### Section 7.4 Overtime Allocation

The Department will establish an overtime list based on seniority (most senior to least senior). The list will include all non-probationary employees who wish to be added to the list. The Supervisor in charge of filling the overtime shift (partial or full), will make the appropriate phone calls based on this list. The first phone call will be made to the most senior employee on the list and if that employee either does not respond or declines, the second person will be called and continue down the list until the shift is filled. If no full-time employees accept the shift, only then can the shift can be opened to either Supervisors or part-time employees.

#### Section 7.5 Break Periods

Employees shall receive a paid thirty (30) minute off-duty lunch period for each eight (8) hours worked and a fifteen (15) minute break during the first half of the shift and a fifteen (15) minute break during the second half of the shift. Breaks will be scheduled by the Department so as not to interfere with Department work. If an employee is called to duty while on a lunch break, then such employee shall be entitled to his thirty (30) minute lunch period for each eight (8) hours worked off-duty lunch break later on during his shift. If the workload does not allow an officer to take a lunch break before the end of his shift, then he shall be paid for overtime for his thirty (30) minutes for each 8 hours worked off-duty lunch break. Such lunch breaks shall not be unreasonably denied.

#### Section 7.6 Compensatory Time

Employees who are entitled to time and one-half overtime pay under this Agreement may elect compensatory time at time and one-half, in lieu of pay, to a maximum of two hundred forty (240) hours' compensatory time by giving advance notice to the Police Department. An employee with accrued compensatory time may make advance request for time off and time off will be approved by the Police Department based upon Departmental needs. At termination, all accumulated compensatory time must be paid in full in cash.

#### Section 7.7 Call-Back Pay

An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours work at time and one-half rates. A call back is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours.

#### Section 7.8 Off-Duty Court Time

When an employee is required to spend off-duty time in court on behalf of the City (including subpoena for deposition or work-related testimony), the employee will receive time and one-half for all hours worked, with a minimum pay guarantee of three (3) hours pay at time and one-half.

#### Section 7.9 Switching Days Off

Employees may request the switching days off by written notice to the Chief and the Chief will approve these requests based upon Departmental needs.

#### Section 7.10 Training

When the Police Department schedules an employee in writing for mandatory off-duty training, including training schools, the employee shall be paid time and one-half for all hours in excess of eighty (80) hour pay period.

#### Section 7.11 Work Cycle

The parties recognize that the work cycle adopted by the City for purposes of Section 7K of the FLSA is 28 days.

### **ARTICLE 8 VACATIONS**

#### Section 8.1 Paid Vacations

Employees who attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Years of Service Completed	Vacation Time Credited
6 months	40 hours
1 year	40 hours
2,3,4	80 hours per year
5,6,7,8,9	120 hours per year
10,11,12,13,14	160 hours per year
15+	200 hours per year

Employees earning eighty (80) or more hours vacation may take up to forty (40) hours vacation as pay, once per year subject to the approval of the Department Head, which will not be unreasonably denied.

#### Section 8.2 Vacation Pay

Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at the time the vacation is taken.

#### Section 8.3 Vacation Scheduling

Vacations shall be scheduled on a year-round basis. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority (if the vacation is requested by the employee by February 28). Vacations are normally taken in one-week increments, except that the Police Chief may approve taking of one week of vacation in single day increments.

#### Section 8.4 Vacation Carryover

An employee is permitted to carryover a maximum of 80 (eighty) hours of vacation time from one year to the next year.

#### Section 8.5 Termination of Employment

An employee who terminates after one full year of service shall receive pro-rated vacation pay on the basis of 1/12th for each full month worked past the employee's anniversary date.

## **ARTICLE 9 HOLIDAYS**

### **Section 9.1 Holidays**

The following holidays are observed under this Agreement:

New Years' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Presidents' Day	Martin Luther King Day

### **Section 9.2 Holiday Pay**

Employees shall work all holidays which fall within the regular schedule unless the employee has been granted approved time off. An employee shall receive eight (8) hours' straight time pay for each observed holiday if the employee does not work the holiday. An employee that starts a shift on and works during the calendar days of New Year' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the eight (8) hours straight time pay, and any hours worked during that calendar day will be paid at an 2X times pay rate.

An employee that works during the calendar days of Good Friday, Presidents' Day, Veterans' Day, Day after Thanksgiving Day, Christmas Eve Day and Martin Luther King Day shall receive the eight (8) hours straight pay, and any hours worked will be paid at a regular rate.

### **Section 9.3 Floating Holidays**

In addition to the twelve (12) holidays listed above, all employees will receive two (2) floating holidays. Police Sergeants shall not receive additional compensation for the floating holidays. Such floating holidays shall be taken as a day off upon the approval of the Chief of Police.

## **ARTICLE 10 SICK LEAVE**

### **Section 10.1 Purpose Allowance and Accumulation**

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein may be taken by an employee, and immediate family defined below who is unable to work by reason of a non-duty related illness, injury, medical appointment, or disability. Employees shall accrue eight (8) sick leave hours per month to a maximum accrual of nine hundred sixty (960) hours. Immediate family is defined for this Article as: spouse, child (including step or adopted), grandchildren, mother, mother/father-in-law, father, sister or brother (including half or step), sister/brother-in-law, grandparents, grandchild, stepparent, domestic partner, parent, spouse's grandparent, daughter/son-in-law, step-parents or members of the Officer's immediate household.

### Section 10.2 Medical Examination

The City may, at its discretion, require an employee to submit a medical verification of illness or other conclusive evidence of illness, and such verification normally will be required for illnesses requiring the use of more than three (3) consecutive shifts of sick leave. A medical verification is acceptable only if completed by a physician, physician's assistant, or nurse practitioner.

### Section 10.3 Sick Leave Utilization

Sick leave may be utilized only for the purposes specified in Section 10.1. Employees utilizing paid sick leave hours shall be compensated for them according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.

10.3a Sick Leave Donation Policy: In recognition of the financial hardship that an extended, catastrophic illness can cause employees, the City is willing to facilitate the voluntary donation of sick leave among employees. If an employee voluntarily requests that the City transfer a portion of that employee's accrued sick time to an employee with a catastrophic illness, the City will facilitate that transfer. Such a request may be submitted in writing to the Human Resources Manager. The name of the donor will be kept anonymous. An employee seeking to donate sick leave will be required to retain 30 days of sick leave time but is not otherwise limited in the amount of sick leave time the employee can donate. An employee who receives donations of sick time from other employees will only be allowed to use that sick time when the employee has otherwise exhausted all accrued time off.

Prior to approving the use of donated sick time and consistent with the City's sick leave policy, the City may require that the employee who receives donated sick time submit medical documentation supporting the continued use of sick time.

### Section 10.4 Unused Sick Leave

(a) On May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(b) An employee who retires and who elects normal retirement at age fifty (50) or older shall be paid for unused sick leave at the rate of fifty percent (50%) of his regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight (48) hours of pay at the employee's regular daily rate of pay.

## **ARTICLE 11 OTHER LEAVES OF ABSENCE**

### **Section 11.1 Unpaid Discretionary Leaves**

The Police Chief and the City Administrator, jointly, may grant an unpaid leave of absence to any bargaining unit employee where they determine there is good and sufficient reason. The City shall set the duration, terms, and conditions of such leaves in writing.

### **Section 11.2 Emergency Time Off**

Time away from work due to emergencies will be granted at the discretion of the Chief of Police. If granted, the Chief of Police shall set the duration, terms, and conditions of such leave, including whether it is to be paid or whether it must be made up.

### **Section 11.3 Bereavement Pay**

In the event of death of an immediate family member (mother, father, step parent, brother, sister, child, step-child, spouse, mother-in-law, father-in-law, grand-parents, grand-parents in-law, step grandparent, civil union partner or in special cases as approved by the Chief of Police), an employee will be granted up to three (3) days' time off with pay, providing the employee attends the funeral/memorial service. Additional time needed by the employee will be deducted from accumulated sick leave, compensatory time, or vacation time, at the employee's discretion. These days are separate from floating holidays and sick hours. When death occurs in the extended family of any employee, said employee shall be granted one (1) day off without loss of pay, sick leave, compensatory time, or vacation time, at the employee's discretion. For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle, or those who have achieved familial status by living in the household.

### **Section 11.4 Family & Medical Leave Act of 1993**

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993, as it may be amended from time to time ("FMLA"), that are in accord with what is legally permissible under the Act.

## **ARTICLE 12 OTHER BENEFITS**

### **Section 12.1 Uniform**

The City will provide uniforms to employees, and replacement uniforms as authorized by the Chief of Police. The specific uniforms will be as approved by the City and the specifics of uniform content will be set forth in Departmental policy.

### **Section 12.2 Drug and Alcohol Testing**

The City may require employees to submit to a urinalysis test and/or other appropriate test if the City determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the City and shall be at the City's expense. If an employee is directed to take such a test based on reasonable suspicion, the City shall provide the employee, upon request, with a written statement of the basis for the City's reasonable suspicion within 48 hours of the request. There shall be no random testing.

(a) The City shall use only licensed clinical laboratories for such testing and shall be responsible City

shall use only licensed clinical laboratories that is licensed and is accredited by the Substance Abuse Management Safety & Health Administration (SAMSHA) for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. For alcohol, the test shall be deemed positive if it is .04 or above. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. If the City, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.

(c) Use of prescribed drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination.

(d) The City will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol problem, unless such request follows the testing of an employee or the City otherwise determines that the employee is unfit for duty.

(e) Officers shall be required to submit to a drug and alcohol test whenever an Officer discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, the Officer shall submit to the test as directed as soon as practical but no later than the end of the shift.

(f) Officers are prohibited from consuming, using, possessing, selling, or distributing cannabis and/or any cannabis infused products during on or off duty time. In the event of a suspected violation of this provision, the above testing procedures will govern.

#### Section 12.3 On-the-Job Injury

Employees shall receive workmen's compensation for on-the-job injury following the State of Illinois Workman's Compensation Act.

#### Section 12.4 Peace Officer's Disciplinary Act

Nothing in this Agreement shall abridge an employee's rights under the Illinois Uniform Peace Officer's Disciplinary Act, which Act is incorporated by reference as if fully set forth herein.

#### Section 12.5 Health Maintenance Physical

Employees will be given a health maintenance physical not more frequently than every two (2) years. The costs for the medical examination shall be paid by the City. The results of the physical shall remain

confidential between the employee and the physician, except that the physician will give the Chief of Police a statement on fitness for duty.

#### Section 12.6 On Call Detective Sergeant

Detective Sergeants assigned to on-call duty shall receive four (4) additional floating holidays each January 1 calendar year and such additional On-Call floating holidays must be used during the calendar year and cannot be accumulated if not taken. As is the case with regular floating holidays (addressed in Section 9.3), additional floating holidays must be used during the calendar year and cannot be accumulated if not taken.

#### Section 12.7 Educational Assistance Program

All requests by an employee for the enrollment to a college degree program or college coursework, which must be job related, must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs, described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) Bachelor's Degree; and (iv) Master's Degree. All courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change. Upon approval under Section "a", the City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council. The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge but is not directly related to City operations. The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a the grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a B-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a B-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois Urbana-Champaign as is designated at the time of class approval. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

- a. 00-06 months of completion of course – 100%
- b. 07-12 months of completion of course – 75%
- c. 13-18 months of completion of course – 50%
- d. 19-24 months of completion of course – 25%



## **ARTICLE 13 INSURANCE**

### **Section 13.1 Medical Insurance**

The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2020 and continuing through April 30, 2023, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans. Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next. The City also shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior. This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

### **Section 13.2 Life, Dental and Vision Coverage**

The City shall continue in effect the current term life (\$50,000 for an eligible employee; \$10,000 for spouse; \$2,500 for child aged 6 months to 19 years; \$1,500 for infant from birth to 6 months), dental and vision coverage, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

### **Section 13.3 Opt-Out Incentive**

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of (\$100 for single employees and \$150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

## **ARTICLE 14 SENIORITY--LAYOFF AND RECALL**

### **Section 14.1 Definition of Seniority**

Seniority shall be based on the promotion date of time from the last date of beginning continuous full-time employment as a sworn Sergeant in the Police Department of the United City of Yorkville. Conflicts of seniority shall be determined on the basis of the order of the Sergeants on the Board of Fire and Police

Commissioners promotion list, with the Sergeant higher on the list being the more senior.

#### Section 14.2 Seniority List

On or before May 1st of each year, the City will post a seniority list setting forth each employee's seniority date and provide a copy of such list to a Council representative and the department head. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within thirty (30) calendar days after the list is posted.

#### Section 14.3 Layoff

The City, in its discretion; shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their seniority as provided in Illinois Statute (65 ILCS 5/10-2.1-18). Except in an emergency, no layoff will occur without at least ninety (90) calendar days notification to the Council.

#### Section 14.4 Recall

Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees with recall rights shall be recalled before the hiring of new full-time police officers. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work is within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list, unless the employee can demonstrate to the City that his inability to respond was due to unforeseen circumstances beyond his control, in which case the employee may be eligible for the next recall that may occur during the three year period following his layoff

#### Section 14.5 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits.
- (b) is discharged for just cause (probationary employees without cause).
- (c) retires or is retired.
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence without the advance written approval of the Police Chief.
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation unless the employee can demonstrate to the City that his failure to report was due to unforeseen circumstances beyond the employee's control.

(f) is laid off for a period in excess of three (3) years.

(g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury or illness compensable under workers' compensation law, or to employees receiving a duty related disability pension; or

(h) is absent for two (2) consecutive working days without notifying the City unless the employee can demonstrate to the City that his failure to notify the City was due to unforeseen circumstances beyond the employee's control.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Yorkville Board of Fire and Police Commissioners, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

#### Section 14.6 Effects of Layoff

During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff, or such greater period as may be required by law. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time, and any other benefit time payout required by the terms this Agreement.

### **ARTICLE 15 AUTHORITY OF THE POLICE AND FIRE COMMISSION**

The parties recognize that the City Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but limited to the right to make, alter, and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the United City of Yorkville, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

### **ARTICLE 16 ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein. The City and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and



## APPENDIX A DUES AUTHORIZATION FORM

Dues Authorization Form For Payroll Deduction  
**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**  
**974 CLOCK TOWER DRIVE, SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, 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, \_\_\_\_\_, hereby authorize my Employer, the United City of Yorkville, 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 to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal 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 B ANNUAL SALARY

As of August 10, 2020, the top step of the patrol officer salary range is \$73,561.95 per year (Bachelor's Degree, after 5 years on the job). Effective May 1, 2019 the Sergeants shall be compensated at a rate of 17% higher than that top patrol officer salary.

	1-May-19	10-August-20	1-May-21	1-May-22
		2%	2.25%	2.50%
Officer, Bachelors, After 5 years	\$83,547.90	\$85,218.86	\$87,136.28	\$89,314.69
Multiplier	17%	17%	17%	17%
Sergeant with under 8 years' experience as Sergeant	\$97,751.04	\$99,706.06	\$101,949.45	\$104,498.19

## SIDE LETTER OF UNDERSTANDING

The Illinois FOP Labor Council and the United City of Yorkville agree that the Council waives any right to bargain over the provisions of the City's revised employee hand book, as is on final draft date, with the understanding that if any section of the handbook conflicts with the express terms of the contract, then the contract shall govern.

FOR: THE UNITED CITY OF YORKVILLE

John Purcell	Date
Mayor	

Lisa Pickering  
City Clerk

Date

City Seal:

FOR: ILLINOIS FRATERNAL ORDER  
OF POLICE, LABOR COUNCIL

Samuel Stroup \_\_\_\_\_ Date \_\_\_\_\_  
Unit Steward

John Hunter \_\_\_\_\_ Date \_\_\_\_\_  
Unit Steward

Kenn S. Brugh 10-05-20  
JLFOP

# GRIEVANCE FORM

<b>GRIEVANCE</b> <small>(use additional sheets where necessary)</small>		
<b>Lodge/Unit No.:</b>	<b>Year:</b>	<b>Grievance No.:</b>
<div style="display: flex; align-items: center;"> <div> <p>Date Filed: _____</p> <p>Department: _____</p> <p>Grievant's Name: _____</p> <div style="display: flex; justify-content: space-between; width: 80%;"> <span>_____ Last</span> <span>_____ First</span> <span>_____ M.I.</span> </div> </div> </div>		
<b>STEP ONE</b>		
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____ Article(s)/Sections(s) violated: _____, and all applicable Articles Briefly state the facts: _____ _____ _____ _____		
Remedy Sought: _____ _____ _____ _____, in part and in whole, make grievant(s) whole. Given To: _____ Date: _____		
_____ Grievant's Signature	_____ FOP Representative Signature	
<b>EMPLOYER'S RESPONSE</b>		
_____ _____ _____		
_____ Employer Representative Signature	_____ Position	
_____ Person to Whom Response Given	_____ Date	
<b>STEP TWO</b>		
Reasons for Advancing Grievance: _____ _____ Given To: _____ Date: _____		
_____ Grievant's Signature	_____ FOP Representative Signature	
<b>EMPLOYER'S RESPONSE</b>		
_____ _____ _____		
_____ Employer Representative Signature	_____ Position	
_____ Person to Whom Response Given	_____ Date	

<b>REFERRAL TO ARBITRATION by Illinois FOP Labor Council</b>	
Person to Whom Referral Given	Date
FOP Labor Council Representative	



# ILLINOIS FOP LABOR COUNCIL

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and

## UNITED CITY OF YORKVILLE

Sergeants



May 01, 2020 through April 30, 2023  
Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Westbrook - 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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AGREEMENT between the UNITED CITY OF YORKVILLE, ILLINOIS (hereinafter called the "City") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/YORKVILLE SERGEANT UNIT (hereinafter called the "Council").

## **ARTICLE 1 RECOGNITION**

The City recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours of work and other conditions of employment for all full-time sworn officers employed by the City of Yorkville Police Department in the rank of Sergeant but excluding all other employees employed by the City of Yorkville.

## **ARTICLE 2 COUNCIL SECURITY**

### **Section 2.1 Dues Check Off**

The City will deduct from the first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the City a voluntary due's check off authorization. The form of check off shall be as set forth in Appendix A attached hereto. If a conflict exists between the check off form and this Article, the terms of this Article control. Dues shall be remitted to the Council by the 15th day of the month following deduction.

### **Section 2.2 Fair Share**

~~Any employee hired after the effective date of this Agreement who chooses not to be a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the Council dues) of the cost of the collective bargaining process and contract administration. The City shall deduct fair share amounts from employees' paychecks as required by this Article to the extent permitted by law and remit said amounts to the Council by the 15th day of the month following deduction. In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by this Section on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the fair share fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Council.~~

### **Section 2.2 Council Indemnification**

The Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount

## **ARTICLE 3 GRIEVANCE PROCEDURE**

### **Section 3.1 Definition**

A "grievance" is defined as a difference of opinion raised by an employee or the Council against the City involving the interpretation or application of, or compliance with, the provisions of this Agreement, except disciplinary suspensions and terminations, at the election of the covered

member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the City's Board of Fire and Police Commissioners.

### Section 3.2 Grievance Procedure

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance, or within fifteen (15) days after the Council or employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Verbal to immediate Supervisor. By discussion between the employee, accompanied by one Council Officer if the employee so desires, and his immediate supervisor. The immediate supervisor shall answer verbally within seven (7) calendar days of this discussion.

STEP 2: Appeal to Chief. If the grievance is not settled in Step 1, the Council may, within seven (7) calendar days following receipt of the immediate supervisor's answer, or when an answer was due, file a written grievance with the Chief of Police signed by the employee and one Council Officer setting forth the nature of the grievance and the contract provision(s) involved. The grievant and a Council representative and the Chief will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

### Section 3.3 Arbitration

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Chiefs written answer.

(a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The parties shall alternately strike names from the panel and the person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and City representatives.

(c) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

(d) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

(e) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the City, the Council and the employees covered by this Agreement.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

The City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including, but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

#### **ARTICLE 5 NO STRIKE-NO LOCKOUT**

No employees covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services. The Council agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Council, or for any cause whatsoever, it being the intent of the parties that the employees not strike or "slowdown" and that the City not lock out any employees.

#### **ARTICLE 6 WAGES**

##### **Section 6.1 Wages Rates**

During the term of this Agreement, employees shall be paid at the wage rates set forth in Appendix "B", provided that the first year increase shall be retroactive on all paid hours to **August 10, 2020** for all members of the bargaining unit on the date this Agreement is executed.

##### **Section 6.2 Longevity Pay**

As part of their regular compensation and in addition to the wage rates set forth in Appendix "B", employees shall receive an annual longevity pay stipend as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
After 6 years but less than 9 years	\$750
After 9 years but less than 14 years	\$1,000

After 14 years but less than 20 years	\$1,500
After 20 years	\$2,000

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

### **Section 7.1 Application of Article**

This Article shall define the workweek and serve as a basis for calculating overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

### **Section 7.2 Normal Workdays, Workweek**

The shifts, workdays and hours to which employees are assigned shall be stated on an Annual Departmental work schedule. The normal workday shall begin with a ten (10) minute roll call prior to the beginning of the work shift and shall include a paid forty-five (45) minute off-duty lunch break for each twelve (12) hours worked. Should it be necessary in the interest of efficient operations to alter shift starting or ending times or establish a different workday or workweek, the City will provide notice of such change to the individuals affected.

### **Section 7.3 Overtime Pay**

When police officers are ordered to report for work which is in addition to the employee's normal work schedule, the employee shall be paid time and one-half the employee's regular straight-time rate for all such hours of overtime. For the purpose of calculating overtime, all compensated hours shall be considered as hours worked. The hourly rate for overtime purposes shall be determined by dividing the annual salary by 2,080. Overtime shall be computed to the nearest one-quarter hour.

### **Section 7.4 Overtime Allocation**

The Department will establish an overtime list based on seniority (most senior to least senior). The list will include all non-probationary employees who wish to be added to the list. The Supervisor in charge of filling the overtime shift (partial or full), will make the appropriate phone calls based on this list. The first phone call will be made to the most senior employee on the list and if that employee either does not respond or declines, the second person will be called and continue down the list until the shift is filled. If no full-time employees accept the shift, only then can the shift can be opened to either Supervisors or part-time employees.

### **Section 7.5 Break Periods**

Employees shall receive a paid thirty (30) minute off-duty lunch period for each eight (8) hours worked and a fifteen (15) minute break during the first half of the shift and a fifteen (15) minute break during the second half of the shift. Breaks will be scheduled by the Department so as not to interfere with Department work. If an employee is called to duty while on a lunch break, then such employee shall be entitled to his thirty (30) minute lunch period for each eight (8) hours worked off-duty lunch break later on during his shift. If the workload does not allow an officer to take a lunch break before the end of his shift, then he shall be paid for overtime for his thirty (30) minute for each 8 hours worked off-duty lunch break. Such lunch breaks shall not be unreasonably denied.



#### Section 7.6 Compensatory Time

Employees who are entitled to time and one-half overtime pay under this Agreement may elect compensatory time at time and one-half, in lieu of pay, to a maximum of two hundred forty (240) hours' compensatory time by giving advance notice to the Police Department. An employee with accrued compensatory time may make advance request for time off and time off will be approved by the Police Department based upon Departmental needs. At termination, all accumulated compensatory time must be paid in full in cash.

#### Section 7.7 Call-Back Pay

An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours work at time and one-half rates. A call back is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours.

#### Section 7.8 Off-Duty Court Time

When an employee is required to spend off-duty time in court on behalf of the City (including subpoena for deposition for work-related testimony), the employee will receive time and one-half for all hours worked, with a minimum pay guarantee of three (3) hours pay at time and one-half.

#### Section 7.9 Switching Days Off

Employees may request the switching days off by written notice to the Chief and the Chief will approve these requests based upon Departmental needs.

#### Section 7.10 Training

When the Police Department schedules an employee in writing for mandatory off-duty training, including training schools, the employee shall be paid time and one-half for all hours in excess of eighty (80) hour pay period.

#### Section 7.11 Work Cycle

The parties recognize that the work cycle adopted by the City for purposes of Section 7K of the FLSA is 28 days.

### **ARTICLE 8- VACATIONS**

#### Section 8.1 Paid Vacations

Employees who attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Years of Service Completed	Vacation Time Credited
6 months	40 hours
1 year	40 hours
2,3,4	80 hours per year
5,6,7,8,9	120 hours per year
10,11,12,13,14	160 hours per year
15+	200 hours per year

Employees earning eighty (80) or more hours vacation may take up to forty (40) hours vacation as pay, once per year subject to the approval of the Department Head, which will not be unreasonably denied.

#### Section 8.2 Vacation Pay

Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at the time the vacation is taken.

#### Section 8.3 Vacation Scheduling

Vacations shall be scheduled on a year-round basis. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority (if the vacation is requested by the employee by February 28). Vacations are normally taken in one-week increments, except that the Police Chief may approve taking of one week of vacation in single day increments.

#### Section 8.4 Vacation Carryover

An employee is permitted to carryover a maximum of 80 (eighty) hours of vacation time from one year to the next year.

#### Section 8.5 Termination of Employment

An employee who terminates after one full year of service shall receive pro-rated vacation pay on the basis of 1/12th for each full month worked past the employee's anniversary date.

### **ARTICLE 9- HOLIDAYS**

#### Section 9.1 Holidays

The following holidays are observed under this Agreement:

New Years' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Presidents' Day

Veterans' Day  
Thanksgiving Day  
Day After Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
Martin Luther King Day

#### Section 9.2 Holiday Pay

Employees shall work all holidays which fall within the regular schedule unless the employee has been granted approved time off. An employee shall receive eight (8) hours' straight time pay ~~or compensatory time at the employee's option~~ for each observed holiday if the employee does not work the holiday. An employee that starts a shift on and works during the calendar days of New Year' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the eight (8) hours straight time pay, and any hours worked during that calendar day will be paid at an 2X times pay rate.

An employee that works during the calendar days of Good Friday, Presidents' Day, Veterans' Day, Day after Thanksgiving Day, Christmas Eve Day and Martin Luther King Day shall receive the eight (8) hours straight pay, and any hours worked will be paid at a regular rate.

### Section 9.3 Floating Holidays

In addition to the twelve (12) holidays listed above, all employees will receive two (2) floating holidays. Police Sergeants shall not receive additional compensation for the floating holidays. Such floating holidays shall be taken as a day off upon the approval of the Chief of Police.

## **ARTICLE 10 SICK LEAVE**

### Section 10.1 Purpose Allowance and Accumulation

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein may be taken by an employee, **and immediate family defined below** who is unable to work by reason of a non-duty related illness, injury, **medical appointment**, or disability. Employees shall accrue eight (8) sick leave hours per month to a maximum accrual of nine hundred sixty (960) hours. **Immediate family is defined for this Article as: spouse, child (including step or adopted), grandchildren, mother, mother/father-in-law, father, sister or brother (including half or step), sister/brother-in-law, grandparents, grandchild, stepparent, domestic partner, parent, spouse's grandparent, daughter/son-in-law, step-parents or members of the Officer's immediate household.**

### Section 10.2 Medical Examination

The City may, at its discretion, require an employee to submit a medical verification of illness or other conclusive evidence of illness, and such verification normally will be required for illnesses requiring the use of more than three (3) consecutive shifts of sick leave. A medical verification is acceptable only if completed by a physician, physician's assistant, or nurse practitioner.

### Section 10.3 Sick Leave Utilization

Sick leave may be utilized only for the purposes specified in Section 10.1. Employees utilizing paid sick leave hours shall be compensated for them according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action. Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.

10.3a Sick Leave Donation Policy: In recognition of the financial hardship that an extended, catastrophic illness can cause employees, the City is willing to facilitate the voluntary donation of sick leave among employees. If an employee voluntarily requests that the City transfer a portion of that employee's accrued sick time to an employee with a catastrophic illness, the City will facilitate that transfer. Such a request may be submitted in writing to the Human Resources Manager. The name of the donor will be kept anonymous. An employee seeking to donate sick

leave will be required to retain 30 days of sick leave time but is not otherwise limited in the amount of sick leave time the employee can donate. An employee who receives donations of sick time from other employees will only be allowed to use that sick time when the employee has otherwise exhausted all accrued time off.

Prior to approving the use of donated sick time and consistent with the City's sick leave policy, the City may require that the employee who receives donated sick time submit medical documentation supporting the continued use of sick time.

#### Section 10.4 Unused Sick Leave

(a) On May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.

(b) An employee who retires and who elects normal retirement at age fifty (50) or older shall be paid for unused sick leave at the rate of fifty percent (50%) of his regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight (48) hours of pay at the employee's regular daily rate of pay.

### **ARTICLE 11 OTHER LEAVES OF ABSENCE**

#### Section 11.1 Unpaid Discretionary Leaves

The Police Chief and the City Administrator, jointly, may grant an unpaid leave of absence to any bargaining unit employee where they determine there is good and sufficient reason. The City shall set the duration, terms, and conditions of such leaves in writing.

#### Section 11.2 Emergency Time Off

Time away from work due to emergencies will be granted at the discretion of the Chief of Police. If granted, the Chief of Police shall set the duration, terms and conditions of such leave, including whether it is to be paid or whether it must be made up.

#### Section 11.3 Bereavement Pay

In the event of death of an immediate family member (mother, father, step parent, brother, sister, child, step-child, spouse, mother-in-law, father-in-law grand-parents, grand-parents in-law, step grandparent, civil union partner or in special cases as approved by the Chief of Police), an employee will be granted up to three (3) days' time off with pay, providing the employee attends the funeral/memorial service. Additional time needed by the employee will be deducted from accumulated sick leave, compensatory time, or vacation time, at the employee's discretion.

These days are separate from floating holidays and sick hours. When death occurs in the extended family of any employee, said employee shall be granted one (1) day off without loss of pay, sick leave, compensatory time, or vacation time, at the employee's discretion. For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle, or those who have achieved familial status by living in the household.

#### Section 11.4 Family & Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993, as it may be amended from time to time ("FMLA"), that are in accord with what is legally permissible under the Act.

### **ARTICLE 12 OTHER BENEFITS**

#### Section 12.1 Uniform

The City will provide uniforms to employees, and replacement uniforms as authorized by the Chief of Police. The specific uniforms will be as approved by the City and the specifics of uniform content will be set forth in Departmental policy.

#### Section 12.2 Drug and Alcohol Testing

The City may require employees to submit to a urinalysis test and/or other appropriate test if the City determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the City and shall be at the City's expense. If an employee is directed to take such a test based on reasonable suspicion, the City shall provide the employee, upon request, with a written statement of the basis for the City's reasonable suspicion within 48 hours of the request. There shall be no random testing.

(a) The City shall use only licensed clinical laboratories for such testing and shall be responsible City shall use only licensed clinical laboratories **that is licensed and is accredited by the Substance Abuse Management Safety & Health Administration (SAMSHA)** for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. For alcohol, the test shall be deemed positive if it is .04 or above. An initial positive test result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. If the City, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

(b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for

said portion of the tested sample.

(c) Use of prescribed drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination.

(d) The City will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol problem, unless such request follows the testing of an employee or the City otherwise determines that the employee is unfit for duty.

**(e) Officers shall be required to submit to a drug and alcohol test whenever an Officer discharges his/her firearm and such action may have caused causing injury or death to a person or persons during the performance of their official duties or in the line of duty, the employee Officer shall submit to the test as directed as soon as practical but no later than the end of the shift.**

**(f) Officers are prohibited from consuming, using, possessing, selling, or distributing cannabis and/or any cannabis infused products during their on or off duty time. In the event of a suspected violation of this provision, the above testing procedures will govern.**

#### Section 12.3 On-the-Job Injury

Employees shall receive workmen's compensation for on-the-job injury following the State of Illinois Workman's Compensation Act.

#### Section 12.4 Peace Officer's Disciplinary Act

Nothing in this Agreement shall abridge an employee's rights under the Illinois Uniform Peace Officer's Disciplinary Act, which Act is incorporated by reference as if fully set forth herein.

#### Section 12.5 Health Maintenance Physical

Employees will be given a health maintenance physical not more frequently than every two (2) years. The costs for the medical examination shall be paid by the City. The results of the physical shall remain confidential between the employee and the physician, except that the physician will give the Chief of Police a statement on fitness for duty.

#### Section 12.6 **On Call Detective Sergeant**

Detective Sergeants assigned to on-call duty shall receive ~~three (3)~~ **four (4)** additional floating holidays each **January 1** calendar year **and such additional On-Call floating holidays must** be used during the calendar year and cannot be accumulated if not taken. As is the case with regular floating holidays (addressed in Section 9.3), additional floating holidays must be used during the calendar year and cannot be accumulated if not taken. ~~two (2) additional floating holidays for Patrol Sergeants and three (3) additional floating holidays for the Detective Sergeant. on the following schedule As is the case with Regular floating holidays (addressed in Section 9.3), additional floating holidays for being must be used during the calendar year and cannot be accumulated if not taken.~~

~~January 1, 2015: two (2) additional floating holidays~~

~~May 1, 2015: one (1) additional floating holiday for the detective sergeant (total three (3) additional floating holidays~~

~~January 1, 2016: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant~~

~~January 1, 2017: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant~~

~~January 1, 2018: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant~~

~~January 1, 2019: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant~~

~~January 1, 2020: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant~~

#### Section 12.7 Educational Assistance Program

All requests by an employee for the enrollment to a college degree program or college coursework, which must be job related, must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs, described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) Bachelor's Degree; and (iv) Master's Degree. All courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change. Upon approval under Section "a", the City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council. The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge but is not directly related to City operations. The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a the grade transcript. The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a B-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a B-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois Urbana-Champaign as is designated at the time of class approval. If an employee voluntarily leaves the City within two years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

- a. 00-06 months of completion of course – 100%
- b. 07-12 months of completion of course – 75%
- c. 13-18 months of completion of course – 50%

d. 19-24 months of completion of course – 25%

## **ARTICLE 13 INSURANCE**

### **Section 13.1 Medical Insurance**

~~The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2015 through April 30, 2018, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eight and one-half percent (8.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or seven and one-half percent (7.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: nine and one-half percent (9.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or nine percent (9%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. If non-represented City employees covered by the City's medical insurance plans pay less than the premium contributions specified herein, then bargaining unit employees shall likewise pay the same amount as such non-represented City employees.~~ The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2020 and continuing through April 30, 2023, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: ten and one-half percent (10.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or ten and one-half percent (10.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve and one-half percent (12.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or twelve and one-half percent (12.5%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. To secure the 10.5% HMO and 12.5% PPO insurance rates, employees must obtain an annual physical and provide the City with proof of receiving the physical. Employees who do not receive an annual physical and submit the proof of the physical prior to March 31st of each calendar year, shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following, beginning on May 1st of each calendar year: twelve percent (12%) for the premium for all HMO plans, and seventeen percent (17%) for all PPO plans. Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next. The City also shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior. This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

~~Effective May 1, 2015 through April 30, 2018, employees hired on or after May 1, 2015 (Tier II employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) of the premium for single, single plus spouse, single plus children or family coverage under the HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children or family coverage under the PPO insurance policy or plan offered~~



~~by the City, depending on the employee's coverage election. Effective May 1, 2018 through April 30, 2019, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. Effective May 1, 2019 and continuing, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve percent (12%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: seventeen percent (17%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles, or out of pocket expenses to be paid by the employee. Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next, except in years May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020. In the years of May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020, the actual employee contribution amount may exceed a 10% increase from one year to the next as a result of the agreed upon changes to the employee contribution percentages in this contract. However, in those two years, the City shall implement a pro-rata ten percent (10%) cap on Employer observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior. This cap on the year to year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.~~

### Section 13.2 Life, Dental and Vision Coverage

The City shall continue in effect the current term life (\$50,000 for an eligible employee; \$10,000 for spouse; \$2,500 for child aged 6 months to 19 years; \$1,500 for infant from birth to 6 months), dental and vision coverage, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

### Section 13.3 Opt-Out Incentive

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of (\$100 for single employees and \$150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

## **ARTICLE 14 SENIORITY--LAYOFF AND RECALL**

### Section 14.1 Definition of Seniority

Seniority shall be based on the promotion date of time from the last date of beginning continuous full-time employment as a sworn Sergeant in the Police Department of the United City of Yorkville. Conflicts of seniority shall be determined on the basis of the order of the Sergeants on the Board of Fire and Police Commissioners promotion list, with the Sergeant higher on the list being the more senior.

#### Section 14.2 Seniority List

On or before May 1st of each year, the City will post a seniority list setting forth each employee's seniority date and provide a copy of such list to a Council representative and the department head. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within thirty (30) calendar days after the list is posted.

#### Section 14.3 Layoff

The City, in its discretion; shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their seniority as provided in Illinois Statute (65 ILCS 5/10-2.1-18). Except in an emergency, no layoff will occur without at least ninety (90) calendar days notification to the Council.

#### Section 14.4 Recall

Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees with recall rights shall be recalled before the hiring of new full-time police officers. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work is within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list, unless the employee can demonstrate to the City that his inability to respond was due to unforeseen circumstances beyond his control, in which case the employee may be eligible for the next recall that may occur during the three year period following his layoff

#### Section 14.5 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits.
- (b) is discharged for just cause (probationary employees without cause).
- (c) retires or is retired.

(d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the advance written approval of the Police Chief.

(e) fails to report to work at the conclusion of an authorized leave of absence or vacation, unless the employee can demonstrate to the City that his failure to report was due to unforeseen circumstances beyond the employee's control.

(1) is laid off for a period in excess of three (3) years.

(g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury or illness compensable under workers' compensation law, or to employees receiving a duty related disability pension; or

(h) is absent for two (2) consecutive working days without notifying the City unless the employee can demonstrate to the City that his failure to notify the City was due to unforeseen circumstances beyond the employee's control.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Yorkville Board of Fire and Police Commissioners, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

#### Section 14.6 Effects of Layoff

During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff, or such greater period as may be required by law. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time, and any other benefit time payout required by the terms this Agreement.

### **ARTICLE 15 AUTHORITY OF THE POLICE AND FIRE COMMISSION**

The parties recognize that the City Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but limited to the right to make, alter, and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the United City of Yorkville, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

**ARTICLE 16 ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein. The City and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the City shall notify the Council of its intention of the proposed change. Upon such notification, and if requested by the Council, the City shall meet with the Council and negotiate such change and its impact before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such negotiations. If the Council becomes aware of such a change and has not received notification, the Council must notify the City as soon as possible and request negotiations if such negotiations are desired. The failure of the Council to request negotiations shall act as a waiver of the right to such negotiations by the Council.

## **ARTICLE 17 TERMINATION**

This Agreement shall be effective upon execution 05-01-2020 and shall remain in full force and effect until April 30, 2023. It shall automatically be renewed from year to year thereafter unless one party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations or resolution of impasse procedures for a new agreement are continuing. Executed this       day of       , 2020.

FOR: THE UNITED CITY OF YORKVILLE

FOR: ILLINOIS FRATERNAL ORDER  
OF POLICE, LABOR COUNCIL

John Purcell Mayor	Date
-----------------------	------

Samuel Stroup	Date
Unit Steward	

Lisa Pickering	Date
City Clerk	

John Hunter Unit Steward	Date
-----------------------------	------

City Seal:

## APPENDIX A DUES AUTHORIZATION FORM

Dues Authorization Form For Payroll Deduction  
**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**  
**974 CLOCK TOWER DRIVE, SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_, 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, \_\_\_\_\_, hereby authorize my Employer, the United City of Yorkville, 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 to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Personal 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 B ANNUAL SALARY

As of **August 10, 2020**, the top step of the patrol officer salary range is \$73,561.95 per year (Bachelor's Degree, after 5 years on the job). ~~Effective May 1, 2015 through April 30, 2017, the Sergeant's shall be compensated at a rate of 15% higher than that top patrol officer salary. Effective May 1, 2017 through April 30, 2018, the Sergeants shall be compensated at a rate 16% higher than that top patrol officer salary.~~ Effective May 1, 2019 the Sergeants shall be compensated at a rate of 17% higher than that top patrol officer salary.

	1-May-19	10-August-20	1-May-21	1-May-22
		2%	2.25%	2.50%
Officer, Bachelors, After 5 years	\$83,547.90	\$85,218.86	\$87,136.28	\$89,314.69
Multiplier	17%	17%	17%	17%
Sergeant with under 8 years' experience as Sergeant	\$97,751.04	\$99,706.06	\$101,949.45	\$104,498.19

### **SIDE LETTER OF UNDERSTANDING**

The Illinois FOP Labor Council and the United City of Yorkville agree that the Council waives any right to bargain over the provisions of the City's revised employee hand book, as is on final draft date, with the understanding that if any section of the handbook conflicts with the express terms of the contract, then the contract shall govern.

FOR: THE UNITED CITY OF YORKVILLE

FOR: ILLINOIS FRATERNAL ORDER  
OF POLICE, LABOR COUNCIL

\_\_\_\_\_  
John Purcell                      Date  
Mayor

\_\_\_\_\_  
Samuel Stroup                      Date  
Unit Steward

\_\_\_\_\_  
Lisa Pickering                      Date  
City Clerk

\_\_\_\_\_  
John Hunter                      Date  
Unit Steward

City Seal:

# GRIEVANCE FORM

<b>GRIEVANCE</b> <small>(use additional sheets where necessary)</small>		
<b>Lodge/Unit No.:</b>	<b>Year:</b>	<b>Grievance No.:</b>
<div style="display: flex; align-items: center;"> <div> <p>Date Filed: _____</p> <p>Department: _____</p> <p>Grievant's Name: _____</p> <div style="display: flex; justify-content: space-between; width: 80%;"> <span>Last</span> <span>First</span> <span>M.I.</span> </div> </div> </div>		
<b>STEP ONE</b>		
Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____ Article(s)/Sections(s) violated: _____, and all applicable Articles Briefly state the facts: _____ _____ _____ _____		
Remedy Sought: _____ _____ _____, in part and in whole, make grievant(s) whole. Given To: _____ Date: _____		
_____ Grievant's Signature	_____ FOP Representative Signature	
<b>EMPLOYER'S RESPONSE</b>		
_____ _____ _____		
_____ Employer Representative Signature	_____ Position	
_____ Person to Whom Response Given	_____ Date	
<b>STEP TWO</b>		
Reasons for Advancing Grievance: _____ _____ Given To: _____ Date: _____		
_____ Grievant's Signature	_____ FOP Representative Signature	
<b>EMPLOYER'S RESPONSE</b>		
_____ _____ _____		
_____ Employer Representative Signature	_____ Position	
_____ Person to Whom Response Given	_____ Date	

<b>REFERRAL TO ARBITRATION by Illinois FOP Labor Council</b>	
Person to Whom Referral Given	Date
FOP Labor Council Representative	



Illinois FOP Labor Council Representing Yorkville Sergeants

And

The United City of Yorkville

Collective Bargaining Agreement

05-01-2015 through 04-30-2020

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AGREEMENT between the UNITED CITY OF YORKVILLE, ILLINOIS (hereinafter called the "City") and ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL/YORKVILLE SERGEANT UNIT (hereinafter called the "Council").

## **ARTICLE 1 - RECOGNITION**

The City recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours of work and other conditions of employment for all full-time sworn officers employed by the City of Yorkville Police Department in the rank of Sergeant but excluding all other employees employed by the City of Yorkville.

## **ARTICLE 2 - COUNCIL SECURITY**

### **Section 2.1 Dues Check Off**

The City will deduct from the first paycheck each month the uniform, regular monthly Council dues for each employee in the bargaining unit who has filed with the City a voluntary dues check off authorization. The form of check off shall be as set forth in Appendix A attached hereto. If a conflict exists between the check off form and this Article, the terms of this Article control. Dues shall be remitted to the Council by the 15th day of the month following deduction.

### **Section 2.2 Fair Share**

Any employee hired after the effective date of this Agreement who chooses not to be a member of the Council shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of the Council dues) of the cost of the collective bargaining process and contract administration. The City shall deduct fair share amounts from employees' paychecks as required by this Article to the extent permitted by law and remit said amounts to the Council by the 15th day of the month following deduction.

In the event that any employee covered hereby is precluded from making a fair share involuntary contribution as required by this Section on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the fair share fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Council.

### **Section 2.3 Council Indemnification**

The Council shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the City in complying with the provisions of this Article. If an improper deduction is made, the Council shall refund directly to the employee any such amount.

## **ARTICLE 3 - GRIEVANCE PROCEDURE**

### **Section 3.1 Definition**

A "grievance" is defined as a difference of opinion raised by an employee or the Council against the City involving the interpretation or application of, or compliance with, the provisions of this Agreement, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both. The parties have negotiated an alternative procedure based upon the grievance and arbitration provisions of this Agreement, and the foregoing provisions with respect to the appeal and review of disciplinary action or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be the Rules and Regulations of the City's Board of Fire and Police Commissioners.

### **Section 3.2 Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance, or within fifteen (15) days after the Council or employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance. A grievance shall be processed as follows:

STEP 1: Verbal to immediate Supervisor. By discussion between the employee, accompanied by one Council Officer if the employee so desires, and his immediate supervisor. The immediate supervisor shall answer verbally within seven (7) calendar days of this discussion.

STEP 2: Appeal to Chief. If the grievance is not settled in Step 1, the Council may, within seven (7) calendar days following receipt of the immediate supervisor's answer, or when an answer was due, file a written grievance with the Chief of Police signed by the employee and one Council Officer setting forth the nature of the grievance and the contract provision(s) involved. The grievant and a Council representative and the Chief will discuss the grievance at a mutually agreeable time. If no agreement is reached in such discussion, the Chief will give his answer in writing within seven (7) calendar days of the discussion.

### **Section 3.3 Arbitration**

If the grievance is not settled in Step 2 and the Council wishes to appeal the grievance, the Council may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Chiefs written answer.

- (a) The parties shall attempt to agree upon an arbitrator after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request

that a new panel be submitted. The parties shall alternately strike names from the panel and the person remaining shall be the arbitrator.

- (b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of Council and City representatives.
- (c) The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (d) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the City and the Council; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
- (e) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. Any decision or award of the arbitrator shall be final and binding upon the City, the Council and the employees covered by this Agreement.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

The City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees, including, but not limited to the following: to plan, direct, control and determine all the operations and services of the City; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish work standards and, from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel; to make, alter and enforce reasonable rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to establish, implement and maintain an effective internal control program; to determine the overall budget; and to carry out the mission of the City provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

#### **ARTICLE 5 - NO STRIKE-NO LOCKOUT**

No employees covered by this Agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of services. The Council agrees that neither it nor any of its members or agents will call, institute, authorize, participate in, sanction, or ratify any strike, work stoppage, slowdown, or withholding of services, during the term of this Agreement.

The City will not lock out any employees during the term of this Agreement as a result of a

labor dispute with the Council, or for any cause whatsoever, it being the intent of the parties that the employees not strike or "slowdown" and that the City not lock out any employees.

## **ARTICLE 6- WAGES**

### **Section 6.1 Wages Rates**

During the term of this Agreement, employees shall be paid at the wage rates set forth in Appendix "B", provided that the first year increase shall be retroactive on all paid hours to May 1, 2015 for all members of the bargaining unit on the date this agreement is executed.

### **Section 6.2 Longevity Pay**

As part of their regular compensation and in addition to the wage rates set forth in Appendix "B", employees shall receive an annual longevity pay stipend as follows:

<u>Years of Service</u>	<u>Longevity Pay</u>
After 6 years but less than 9 years	\$750
After 9 years but less than 14 years	\$1,000
After 14 years but less than 20 years	\$1,500
After 20 years	\$2,000

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

### **Section 7.1 Application of Article**

This Article shall define the workweek and serve as a basis for calculating overtime payments. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week.

### **Section 7.2 Normal Workdays, Workweek**

The shifts, workdays and hours to which employees are assigned shall be stated on an Annual Departmental work schedule. The normal workday shall begin with a ten (10) minute roll call prior to the beginning of the work shift and shall include a paid forty-five (45) minute off-duty lunch break for each twelve (12) hours worked. Should it be necessary in the interest of efficient operations to alter shift starting or ending times or establish a different workday or workweek, the City will provide notice of such change to the individuals affected.

### **Section 7.3 Overtime Pay**

When police officers are ordered to report for work which is in addition to the employee's normal work schedule, the employee shall be paid time and one-half the employee's regular straight-time rate for all such hours of overtime. For the purpose of



calculating overtime, all compensated hours shall be considered as hours worked. The hourly rate for overtime purposes shall be determined by dividing the annual salary by 2,080. Overtime shall be computed to the nearest one-quarter hour.

#### Section 7.4 Overtime Allocation

The Department will establish an overtime list based on seniority (most senior to least senior). The list will include all non-probationary employees who wish to be added to the list. The Supervisor in charge of filling the overtime shift (partial or full), will make the appropriate phone calls based on this list. The first phone call will be made to the most senior employee on the list and if that employee either does not respond or declines, the second person will be called and continue down the list until the shift is filled. If no full-time employees accept the shift, only then can the shift can be opened to either Supervisors or part-time employees.

#### Section 7.5 Break Periods

Employees shall receive a paid thirty (30) minute off-duty lunch period for each eight (8) hours worked and a fifteen (15) minute break during the first half of the shift and a fifteen (15) minute break during the second half of the shift. Breaks will be scheduled by the Department so as not to interfere with Department work.

If an employee is called to duty while on a lunch break, then such employee shall be entitled to his thirty (30) minute lunch period for each eight (8) hours worked off-duty lunch break later on during his shift. If the work load does not allow an officer to take a lunch break before the end of his shift, then he shall be paid for overtime for his thirty (30) minute for each 8 hours worked off-duty lunch break. Such lunch breaks shall not be unreasonably denied.

#### Section 7.6 Compensatory Time

Employees who are entitled to time and one-half overtime pay under this Agreement may elect compensatory time at time and one-half, in lieu of pay, to a maximum of two hundred forty (240) hours' compensatory time by giving advance notice to the Police Department.

An employee with accrued compensatory time may make advance request for time off and time off will be approved by the Police Department based upon Departmental needs. At termination, all accumulated compensatory time must be paid in full in cash.

#### Section 7.7 Call-Back Pay

An employee covered by this Agreement who is called back to work after having left work shall receive a minimum of two (2) hours work at time and one-half rates. A call back is defined as an assignment of work which does not immediately precede or follow an employee's regularly scheduled work hours.

#### Section 7.8 Off-Duty Court Time

When an employee is required to spend off-duty time in court on behalf of the City (including subpoena for deposition for work-related testimony), the employee will receive time and one-half for all hours worked, with a minimum pay guarantee of three (3) hours pay at time and one-half.

#### Section 7.9 Switching Days Off

Employees may request the switching days off by written notice to the Chief and the Chief will approve these requests based upon Departmental needs.

#### Section 7.10 Training

When the Police Department schedules an employee in writing for mandatory off-duty training, including training schools, the employee shall be paid time and one-half for all hours in excess of eighty (80) hour pay period.

#### Section 7.11 Work Cycle

The parties recognize that the work cycle adopted by the City for purposes of Section 7K of the FLSA is 28 days.

### **ARTICLE 8- VACATIONS**

#### Section 8.1 Paid Vacations

Employees who attain the years of continuous service with the Police Department as indicated in the following table shall receive vacation with pay as follows:

Years of Service Completed	Vacation Time Credited
6 months	40 hours
1 year	40 hours
2,3,4	80 hours per year
5,6,7,8,9	120 hours per year
10,11,12,13,14	160 hours per year
15+	200 hours per year

Employees earning eighty (80) or more hours vacation may take up to forty (40) hours vacation as pay, once per year subject to the approval of the Department Head, which will not be unreasonably denied.

#### Section 8.2 Vacation Pay

Vacation pay shall be calculated on the basis of the employee's regular straight-time rate at

the time the vacation is taken.

### Section 8.3 Vacation Scheduling

Vacations shall be scheduled on a year-round basis. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Police Department, employee advance requests, and employee seniority (if the vacation is requested by the employee by February 28). Vacations are normally taken in one week increments, except that the Police Chief may approve taking of one week of vacation in single day increments.

### Section 8.4 Vacation Carryover

An employee is permitted to carryover a maximum of 80 (eighty) hours of vacation time from one year to the next year.

### Section 8.5 Termination of Employment

An employee who terminates after one full year of service shall receive pro-rated vacation pay on the basis of 1/12th for each full month worked past the employee's anniversary date.

## **ARTICLE 9- HOLIDAYS**

### Section 9.1 Holidays

The following holidays are observed under this Agreement:

New Years' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving Day
Independence Day	Christmas Eve Day
Labor Day	Christmas Day
Presidents' Day	Martin Luther King Day

### Section 9.2 Holiday Pay

Employees shall work all holidays which fall within the regular schedule, unless the employee has been granted approved time off. An employee shall receive eight (8) hours' straight time pay or compensatory time at the employee's option, for each observed holiday if the employee does not work the holiday. An employee that starts a shift on and works during the calendar days of New Year' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the eight (8) hours straight time pay, and any hours worked during that calendar day will be paid at an 2X times pay rate. An employee that works during the calendar days of Good Friday, Presidents' Day, Veterans' Day, Day after Thanksgiving Day, Christmas Eve Day and Martin Luther King Day shall receive the eight (8) hours straight pay, and any hours worked will be paid at a regular rate.

### Section 9.3 Floating Holidays

In addition to the twelve (12) holidays listed above, all employees will receive two (2) floating holidays. Police Sergeants shall not receive additional compensation for the floating holidays. Such floating holidays shall be taken as a day off upon the approval of the Chief of Police.

## **ARTICLE 10 - SICK LEAVE**

### Section 10.1 Purpose Allowance and Accumulation

Sick leave with pay is provided as a benefit in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Sick leave as contained herein may be taken by an employee who is unable to work by reason of a non-duty related illness, injury or disability. Employees shall accrue eight (8) sick leave hours per month to a maximum accrual of nine hundred sixty (960) hours.

### Section 10.2 Medical Examination

The City may, at its discretion, require an employee to submit a medical verification of illness or other conclusive evidence of illness, and such verification normally will be required for illnesses requiring the use of more than three (3) consecutive shifts of sick leave. A medical verification is acceptable only if completed by a physician, physician's assistant or nurse practitioner.

### Section 10.3 Sick Leave Utilization

Sick leave may be utilized only for the purposes specified in Section 10.1. Employees utilizing paid sick leave hours shall be compensated for them according to their normal rate of pay. Employees will use accrued sick leave in reverse accrual order. Thus, when an employee uses a sick leave hour, the last sick leave hour earned is removed from his accumulated sick leave. Abuse of sick leave shall be considered grounds for disciplinary action.

Absent employees who have exhausted their accumulated sick leave shall not be compensated for further absences unless approved by the City Council.

#### 10.3a Sick Leave Donation Policy

In recognition of the financial hardship that an extended, catastrophic illness can cause employees, the City is willing to facilitate the voluntary donation of sick leave among employees. If an employee voluntarily requests that the City transfer a portion of that employee's accrued sick time to an employee with a catastrophic illness, the City will facilitate that transfer. Such a request may be submitted in writing to the Human Resources Manager. The name of the donor will be kept anonymous.

An employee seeking to donate sick leave will be required to retain 30 days of sick leave time, but is not otherwise limited in the amount of sick leave time the employee can donate. An employee who receives donations of sick time from other employees will only be allowed to use that sick time when the employee has otherwise exhausted all accrued time off.

Prior to approving the use of donated sick time and consistent with the City's sick leave policy, the City may require that the employee who receives donated sick time submit medical documentation supporting the continued use of sick time.

#### Section 10.4 Unused Sick Leave

- (a) On May 15 of each year, an employee who has used less than the sick leave he has accumulated in the immediately preceding fiscal year (May 1 through April 30) will be asked if he wishes to sell back the accrued sick leave earned in that fiscal year at a rate equivalent to fifty (50%) percent of his regular rate of pay for each sick leave hour sold back. Sick leave hours accumulated in previous fiscal years are not eligible to be sold back. The number of sick leave hours for which an employee elects cash compensation shall be deducted from such employee's accumulated sick leave. Employees electing to sell back their sick leave will be paid for them by June 15.
- (b) An employee who retires and who elects normal retirement at age fifty (50) or older shall be paid for unused sick leave at the rate of fifty percent (50%) of his regular daily rate of pay in effect on his last day of active work for the City for all accrued and unused sick leave accumulated.

For example, an employee retiring with ninety-six (96) hours of accumulated but unused sick leave hours will be paid the equivalent of forty-eight (48) hours of pay at the employee's regular daily rate of pay.

### **ARTICLE 11 - OTHER LEAVES OF ABSENCE**

#### Section 11.1 Unpaid Discretionary Leaves

The Police Chief and the City Administrator, jointly, may grant an unpaid leave of absence to any bargaining unit employee where they determine there is good and sufficient reason. The City shall set the duration, terms and conditions of such leaves in writing.

#### Section 11.2 Emergency Time Off

Time away from work due to emergencies will be granted at the discretion of the Chief of Police. If granted, the Chief of Police shall set the duration, terms and conditions of such leave, including whether it is to be paid or whether it must be made up.

#### Section 11.3 Bereavement Pay

In the event of death of an immediate family member (mother, father, step parent, brother, sister, child, step-child, spouse, mother-in-law, father-in-law grand-parents, grand-parents in-law, step grandparent, civil union partner or in special cases as approved by the Chief of Police), an employee will be granted up to three (3) days time off with pay, providing the employee attends the funeral/memorial service. Additional time needed by the employee will be deducted from accumulated sick leave, compensatory time or vacation time, at the employee's discretion. These days are separate from floating holidays and sick hours. When death occurs in the extended family of any employee, said employee shall be granted one (1) day off without loss of pay, sick leave, compensatory time or vacation time, at the employee's discretion. For purposes of this article, "extended family" shall include the employee's niece, nephew, brother-in-law, sister-in-law, aunt, uncle, or those who have achieved familial status by living in the household.

#### Section 11.4 Family & Medical Leave Act of 1993

The parties agree that the Employer may adopt policies to implement the Family and Medical Leave Act of 1993, as it may be amended from time to time ("FMLA"), that are in accord with what is legally permissible under the Act.

### **ARTICLE 12 - OTHER BENEFITS**

#### Section 12.1 Uniform

The City will provide uniforms to employees, and replacement uniforms as authorized by the Chief of Police. The specific uniforms will be as approved by the City and the specifics of uniform content will be set forth in Departmental policy.

#### Section 12.2 Drug and Alcohol Testing

The City may require employees to submit to a urinalysis test and/or other appropriate test if the City determines there is reasonable suspicion that the employee has been using alcohol and/or drugs as defined in paragraph (c) hereof. Any such tests shall be at a time and place designated by the City and shall be at the City's expense. If an employee is directed to take such a test based on reasonable suspicion, the City shall provide the employee, upon request, with a written statement of the basis for the City's reasonable suspicion within 48 hours of the request. There shall be no random testing.

- (a) The City shall use only licensed clinical laboratories for such testing and shall be responsible for maintaining a proper chain of custody. The taking of urine samples shall not be witnessed unless there is reasonable suspicion to believe that the employee is tampering with the testing procedure. If the first test results in a positive finding, a confirmatory test (GC/MS or a scientifically accurate equivalent) shall be conducted. For alcohol, the test shall be deemed positive if it is .04 or above. An initial positive test

result shall not be submitted to the City unless the confirmatory test result is also positive as to the same sample. If the City, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall be destroyed if received in writing. Upon request, the City shall provide an employee with a copy of any test results which the City receives with respect to such employee.

- (b) A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for another confirmatory test (GC/MS or a scientifically accurate equivalent) to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. Once the portion of the tested sample is delivered to the clinical laboratory selected by the employee, the employee shall be responsible for maintaining the proper chain of custody for said portion of the tested sample.
- (c) Use of prescribed drugs at any time while employed by the City, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol while on duty, shall be cause for discipline, including termination.
- (d) The City will not take adverse employment action against an employee solely because that employee voluntarily requests treatment or counseling for an alcohol problem, unless such request follows the testing of an employee or the City otherwise determines that the employee is unfit for duty.

#### Section 12.3 On-the-Job Injury

Employees shall receive workmen's compensation for on-the-job injury following the State of Illinois Workman's Compensation Act.

#### Section 12.4 Peace Officer's Disciplinary Act

Nothing in this Agreement shall abridge an employee's rights under the Illinois Uniform Peace Officer's Disciplinary Act, which Act is incorporated by reference as if fully set forth herein.

#### Section 12.5 Health Maintenance Physical

Employees will be given a health maintenance physical not more frequently than every two (2) years. The costs for the medical examination shall be paid by the City. The results of the physical shall remain confidential between the employee and the physician, except that the physician will give the Chief of Police a statement on fitness for duty.

#### Section 12.6 On Call Sergeant

Sergeants assigned to on-call duty shall receive additional floating holidays each calendar year, on the following schedule:

January 1, 2015: two (2) additional floating holidays

May 1, 2015: one (1) additional floating holiday for the detective sergeant (total three (3))

additional floating holidays

January 1, 2016: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant

January 1, 2017: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant

January 1, 2018: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant

January 1, 2019: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant

January 1, 2020: two (2) additional floating holidays for patrol sergeants and three (3) additional floating holidays for the detective sergeant

As is the case with regular floating holidays (addressed in Section 9.3), additional floating holidays must be used during the calendar year and cannot be accumulated if not taken.

#### Section 12.7 Educational Assistance Program

All requests by an employee for the enrollment to a college degree program or college coursework, which must be job related, must be submitted by the Department Head to the City Administrator for approval. The City recognizes four (4) levels of degree programs, described as follows: (i) high school; (ii) 64 credit hours of college course work; (iii) Bachelor's Degree; and, (iv) Master's Degree. All courses related to the program shall be eligible for payment subject to budget approval. This provision shall be subject to change and does not entitle any employee the exclusive right to receive approval and/or be eligible for payment. Furthermore, the employee shall provide a grade or transcript to the Department Head upon the completion of each course. Any revision or change requested by the employee to the approved program must be submitted to the Department Head for approval prior to the revision or change.

Upon approval under Section "a", the City shall pay tuition and fees only for college coursework (not travel or wages), unless otherwise approved by the Mayor and City Council.

The City may pay all expenses of an elective course. An elective course is one that may benefit the City by added knowledge, but is not directly related to City operations. The tuition and fees only (no books or materials) of an elective or required course will be paid through direct billing from the appropriate school, or paid as a reimbursement to the employee pending the completion of a consent form for repayment and pending receipt of a the grade transcript.

The employee will sign the payroll deduction form prior to the enrollment of the course stipulating to the following provisions will apply: if a grade of a B-average or better is attained upon the completion of the course the class will be considered complete and paid for by the City. If less than a B-average is attained, the employee will be required to pay back 100% of the tuition and fees to the City through a payroll deduction as stipulated within the payroll deduction sign off form or direct payment to the City. If an employee voluntarily leaves the City within two



years of completing a course reimbursed under this policy, a percentage amount of reimbursed expenses must be repaid to the City according to the following schedule:

- a. 00-06 months of completion of course – 100%
- b. 07-12 months of completion of course – 75%
- c. 13-18 months of completion of course – 50%
- d. 19-24 months of completion of course – 25%

Tuition rates will be paid for at an amount not to exceed the current per-hour rate charged at the University of Illinois Urbana-Champaign as is designated at the time of class approval.

## **ARTICLE 13 - INSURANCE**

### **Section 13.1 Medical Insurance**

The City retains the right to change insurance carriers, benefit levels, or to self-insure as it deems appropriate. Effective May 1, 2015 through April 30, 2018, the employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eight and one-half percent (8.5%) for the premium for single, single plus spouse, or single plus children under the HMO insurance policy or seven and one-half percent (7.5%) of the premium for family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: nine and one-half percent (9.5%) of the premium for single, single plus spouse, or single plus children under the PPO insurance policy or nine percent (9%) for family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. If non-represented City employees covered by the City's medical insurance plans pay less than the premium contributions specified herein, then bargaining unit employees shall likewise pay the same amount as such non-represented City employees.

Effective May 1, 2015 through April 30, 2018, employees hired on or after May 1, 2015 (Tier II employees) shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: eleven percent (11%) of the premium for single, single plus spouse, single plus children or family coverage under the HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.

Effective May 1, 2018 through April 30, 2019, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following:

eleven percent (11%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: sixteen percent (16%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election.

Effective May 1, 2019 and continuing, Tier I and Tier II employees shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: twelve percent (12%) for the premium for single, single plus spouse, single plus children, or family coverage under HMO insurance policy or plan offered by the City. The employee shall be required to pay a monthly contribution towards the monthly insurance premium equal to the following: seventeen percent (17%) of the premium for single, single plus spouse, single plus children, or family coverage under the PPO insurance policy or plan offered by the City, depending on the employee's coverage election. Such premium contributions shall be deducted from the employee's earnings, and are in addition to any co-pays, deductibles or out-of-pocket expenses to be paid by the employee.

Additionally, the City agrees that the actual dollar amount of the monthly employee contribution may not exceed a ten percent (10%) increase from one fiscal year to the next, except in years May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020. In the years of May 1, 2018 to April 30, 2019 and May 1, 2019 to April 30, 2020, the actual employee contribution amount may exceed a 10% increase from one-year-to-the-next as a result of the agreed upon changes to the employee contribution percentages in this contract. However, in those two years, the City shall implement a pro-rata ten percent (10%) cap on Employer-observed plan design increases, to be calculated by assuming the agreed upon higher employee contributions had existed in the year prior.

This cap on the year-to-year employee contributions is understood to be floating and the base amount will be reset each year based on the actual cost of health insurance premiums and HRA plans.

#### Section 13.2 Life, Dental and Vision Coverage

The City shall continue in effect the current term life (\$50,000 for an eligible employee; \$10,000 for spouse; \$2,500 for child aged 6 months to 19 years; \$1,500 for infant from birth to 6 months), dental and vision coverage, subject to the terms and conditions of the applicable policy or plan provided by the City. Increases in the benefits of these plans for non-bargaining unit non-supervisory employees shall be offered to the bargaining unit employees on the same terms and conditions as they are offered to non-bargaining unit non-supervisory employees.

#### Section 13.3 Opt-Out Incentive

Employees who are able to enroll in an alternate medical health insurance plan (through a spouse, for example) are eligible to receive a monthly stipend of (\$100 for single employees and \$150 for families) from the City for choosing to opt-out of the City's health insurance plan. Proof of enrollment in a non-City insurance plan is required to receive compensation. A registration form is available over in Human Resources.

## **ARTICLE 14 - SENIORITY, LAYOFF AND RECALL**

### **Section 14.1 Definition of Seniority**

Seniority shall be based on the promotion date of time from the last date of beginning continuous full-time employment as a sworn Sergeant in the Police Department of the United City of Yorkville. Conflicts of seniority shall be determined on the basis of the order of the Sergeants on the Board of Fire and Police Commissioners promotion list, with the Sergeant higher on the list being the more senior.

### **Section 14.2 Seniority List**

On or before May 1st of each year, the City will post a seniority list setting forth each employee's seniority date, and provide a copy of such list to a Council representative and the department head. The City shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the City in writing within thirty (30) calendar days after the list is posted.

### **Section 14.3 Layoff**

The City, in its discretion; shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this agreement will be laid off in accordance with their seniority as provided in Illinois Statute (65 ILCS 5/10-2.1-18). Except in an emergency, no layoff will occur without at least ninety (90) calendar days notification to the Council.

### **Section 14.4 Recall**

Employees who are laid off shall be placed on a recall list for a period of three (3) years. Employees with recall rights shall be recalled before the hiring of new full-time police officers. If there is a recall, employees who are on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Council, provided that the employee must notify the Police Chief or his designee of his intention to return to work is within three (3) days after receiving notice of recall.

The City shall be deemed to have fulfilled its obligations by mailing the recall notice by

certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list, unless the employee can demonstrate to the City that his inability to respond was due to unforeseen circumstances beyond his control, in which case the employee may be eligible for the next recall that may occur during the three year period following his layoff

#### Section 14.5 Termination of Seniority

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is discharged for just cause (probationary employees without cause);
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence, or is found to be working during a leave of absence without the advance written approval of the Police Chief;
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation, unless the employee can demonstrate to the City that his failure to report was due to unforeseen circumstances beyond the employee's control;
- (f) is laid off for a period in excess of three (3) years;
- (g) does not perform work for the City for a period in excess of twelve (12) months, provided, however, this provision shall not be applicable to approved absences due to military service, established work related injury or illness compensable under workers' compensation law, or to employees receiving a duty related disability pension; or
- (h) is absent for two (2) consecutive working days without notifying the City unless the employee can demonstrate to the City that his failure to notify the City was due to unforeseen circumstances beyond the employee's control.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Yorkville Board of Fire and Police Commissioners, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

#### Section 14.6 Effects of Layoff

During the term of this Agreement, if the City exercises its discretion to layoff an employee, then the employee shall be afforded an opportunity to maintain the medical insurance in effect at the time he is laid off by paying, in advance, the full applicable monthly premium for his or her individual insurance coverage. If an employee opts to maintain his or her medical insurance under this section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff, or such greater period as may be required by law. Employee rights and benefits under this section are subject to the terms and conditions of the applicable insurance policy or plan. An employee who is laid off will be paid for earned, but unused, vacation time, and any other benefit time payout required by the terms this Agreement.

#### **ARTICLE 15 -AUTHORITY OF THE POLICE AND FIRE COMMISSION**

The parties recognize that the City Board of Fire and Police Commissioners has certain statutory authority over employees covered by this Agreement, including but limited to the right to make, alter and enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Board of Fire and Police Commissioners of the United City of Yorkville, except disciplinary suspensions and terminations, at the election of the covered member, can be appealed through the Labor Agreement's Grievance Procedure or the City Board of Fire and Police Commission, but not both.

#### **ARTICLE 16 - ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except as expressly stated to the contrary herein.

The City and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, except as expressly stated to the contrary herein.

In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Before making any changes in working conditions not contained in this Agreement which are mandatory topics of bargaining, the City shall notify the Council of its intention of the proposed change. Upon such notification, and if requested by the Council, the City shall meet with the Council and negotiate such change and its impact before it is finally implemented. Any change made without such notice shall be considered temporary pending the completion of such

negotiations.

If the Council becomes aware of such a change and has not received notification, the Council must notify the City as soon as possible and request negotiations if such negotiations are desired. The failure of the Council to request negotiations shall act as a waiver of the right to such negotiations by the Council.

#### **ARTICLE 17- TERMINATION**


##### **Section 17.1 Term**

This Agreement shall be effective upon execution 05-01-15 and shall remain in full force and effect until April 30, 2020. It shall automatically be renewed from year to year thereafter unless one party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in effect after the expiration date while negotiations or resolution of impasse procedures for a new agreement are continuing.

Executed this 19 day of OCTOBER, 2015.

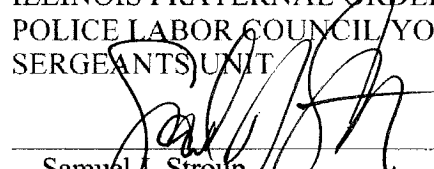
FOR:  
THE UNITED CITY OF YORKVILLE

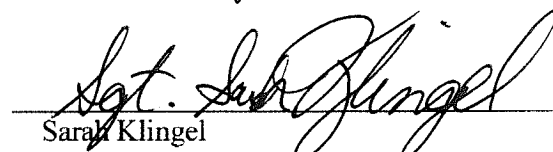
  
By: Gary J. Golinski, Mayor

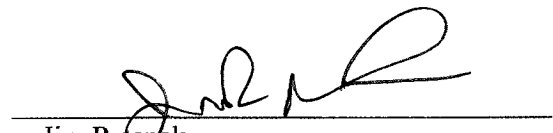
  
By: Richard Hart, Chief of Police


Date: 10/19/15

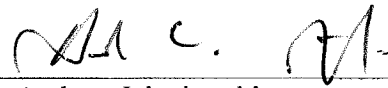
FOR:  
ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL YORKVILLE  
SERGEANTS UNIT

  
Samuel J. Stroup

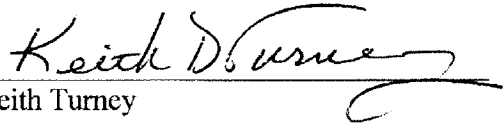
  
Sarah Klingel

  
Jim Presnak

  
Raymond Mikolasek



Andrew Jeleniewski



Keith Turney

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

**APPENDIX A**

Dues Authorization Form For Payroll Deduction  
ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL  
974 CLOCKTOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704

I, \_\_\_\_\_, hereby authorize my Employer, The United City of Yorkville, 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 to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

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

Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

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.



## **APPENDIX B - ANNUAL SALARY**

As of May 1, 2015, the top step of the patrol officer salary range is \$73,561.95 per year (Bachelor's Degree, after 5 years on the job). Effective May 1, 2015 through April 30, 2017, the Sergeant's shall be compensated at a rate of 15% higher than that top patrol officer salary. Effective May 1, 2017 through April 30, 2018, the Sergeants shall be compensated at a rate 16% higher than that top patrol officer salary. Effective May 1, 2019 the Sergeants shall be compensated at a rate of 17% higher than that top patrol officer salary.

	May 1, 2015	May 1, 2016	May 1, 2017	May 1, 2018	May 1, 2019
Officer, Bachelors, After 5 years	\$ 73,561.95	\$ 76,136.62	\$ 78,751.91	\$ 81,114.47	\$ 83,547.90
Multiplier	15%	15%	16%	16%	17%
Sergeant	\$ 84,596.24	\$ 87,557.11	\$ 91,352.22	\$ 94,092.79	\$ 97,751.04


**SIDE LETTER OF UNDERSTANDING**

The Illinois FOP Labor Council and the United City of Yorkville agree that the Council waives any right to bargain over the provisions of the City's revised employee handbook, as is on final draft date, with the understanding that if any section of the handbook conflicts with the express terms of the contract, then the contract shall govern.

AGREED:

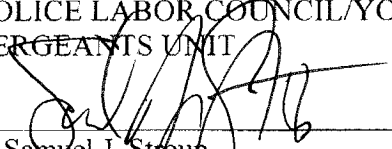
FOR:  
THE UNITED CITY OF YORKVILLE

  
By: Gary J. Golinski, Mayor

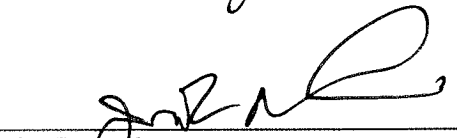
  
By: Richard Hart, Chief of Police

Date: 10/19/15

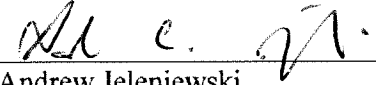
FOR:  
ILLINOIS FRATERNAL ORDER OF  
POLICE LABOR COUNCIL/YORKVILLE  
SERGEANTS UNIT


  
Samuel J. Stroup

  
Sarah Klingel

  
Jim Presnak

  
Ray Mikolasek

  
Andrew Jeleniewski

  
Keith Turney

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