

City of Rock Falls

603 W. 10th Street
Rock Falls, IL 61071-2854

Mayor

Rod Kleckler
815-380-5333

City Administrator

Robbin Blackert
815-564-1366



City Clerk

815-622-1100
Ext. 4

City Treasurer

Kay Abner
815-622-1100

Rock Falls City Council Agenda
Council Chambers
603 W 10th Street, Rock Falls, IL 61071

September 7, 2021
5:30 p.m.

Call to Order at 5:30 p.m.
Pledge of Allegiance
Roll Call

Audience Requests

Community Affairs

Bethany Bland, President/CEO, Rock Falls Chamber of Commerce

Consent Agenda:

1. Approval of the minutes of the August 17, 2021 City Council Meeting ☞
2. Approval of bills as presented ☞

Ordinance for Adoption:

1. Ordinance 2021-2534 – Authorizing a Variance from Front Yard Setback Requirement for 1000 1st Avenue, Rock Falls, IL 61071 ☞

Ordinance 1st Reading:

1. Ordinance 2021-2535 – Amending Chapter 2, Article VII, Division 1 Regarding the Creation of a Business Office and Tourism Office ☞
2. Ordinance 2021-2536 – Amending Chapter 4, Article 1 Relating to Limitation on Number of Animals per Household ☞

Resolutions:

1. Resolution 2021-870 – Resolution Relating to the Termination of Participation by Elected Officials in the Illinois Municipal Retirement Fund ☞

City Administrator Robbin Blackert

1. Approval of Memorandum of Agreement between the City of Rock Falls and the Illinois F.O.P. Labor Council Representing Police Officers and Sergeants ☞

Information/Correspondence

James Reese, City Attorney

Corey Buck, City Engineer

Alderman Reports/Committee Chairman Requests

Ward 1

Alderman Bill Wangelin

Alderman Gabriella McKanna – Finance/Insurance/Investment Committee Chairman

1. Approval to purchase cameras and equipment to be placed in the downtown area in an amount not to exceed \$15,000.00
2. Approval for the Wastewater Department to purchase a pre-owned vehicle in an amount not to exceed \$32,000.00

Ward 2

Alderman Brian Snow – Building Code Committee Chairman/Utility Committee Vice Chairman

1. Approve the bid received from Burke Excavating, Inc. 25668 Jersey Rd, Tampico IL 61283 in the amount of \$9,938.00 for the demolition of the structure at 215 Avenue C, Rock Falls ☞
2. Approve the Engineering Agreement with Willett, Hofmann & Associates, 809 E 2nd St, Dixon, IL 61021 for the development of an IEPA Project Plan Report and Planning Documents ☞

Alderman Casey Babel

Ward 3

Alderman Steve Dowd

Alderman Jessica Devers

Ward 4

Alderman Violet Sobottka – Ordinance/License/Personnel/Safety Committee Chairman

1. Approval to enter into an agreement with Lexipol, 2611 Internet Boulevard, Suite 100, Frisco, Texas 75034 for an annual Local Government Administration Policy Manual & Daily Training Bulletins with Supplemental Publication Service (12 months) in the amount of \$5,203.15 ☞

Alderman Marshall Doane

Mayor's Report:

Executive Session:

1. Section 2(c)(1) – Personnel – Employee hiring, firing, compensation, discipline and performance

Action Taken from Executive Session

Adjournment

Next City Council meeting – September 21, 2021 at 5:30 p.m.

Posted: September 3, 2021

Michelle Conklin, Deputy City Clerk

The City of Rock Falls is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with Disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in the meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Mark Searing, ADA Coordinator, at 1-815-622-1108 promptly to allow the City of Rock Falls to make reasonable accommodations within 48 hours of the scheduled meeting.

REGULAR MEETING MINUTES OF THE MAYOR AND ALDERMEN
OF THE CITY OF ROCK FALLS

August 17, 2021

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 5:30 p.m. on August 17, 2021 in the Council Chambers by Mayor Rod Kleckler.

Deputy City Clerk Michelle Conklin called the roll following the pledge of allegiance. A quorum was present including Mayor Kleckler, Aldermen McKanna, Wangelin, Snow, Babel, Dowd, Devers, Doane and Sobottka. In addition, Attorney James Reese, Attorney Matt Cole, and City Administrator Robbin Blackert were present.

Consent Agenda items 1 and 2 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the minutes of the August 3, 2021 City Council Meeting
2. Approval of bills as presented

A motion was made by Alderman Snow and second by Alderman Sobottka to approve Consent Agenda items 1 and 2.

Vote 8 aye, motion carried.

A motion was made by Alderman Sobottka and second by Alderman Wangelin to approve the purchase of a 2022 Kubota ZD1211-3-60 60" Diesel Zero Turn Mower from ACM, 14934 Freepoint Road, Durand, IL 61024 in the amount of \$14,750.00.

Vote 8 aye, motion carried.

City Administrator Blackert updated the City Council on the following items:

- The 2020 Census shows the City of Rock Falls' population has decrease by 7.1%, from 9,266 to 8,789. During the budget process all of our state revenues that we do our calculations on we used 8,800 so this should not affect our budget but we don't like to see a decrease in our population.
- The Dixon Avenue Project is a Federal Aid Project which is funded through Urban Road Funds, Sterling and Rock Falls share this fund because we only we can qualify is to use the population of both cities. There has been a change in that financing that we were expecting to get and a change in the dollar amount of the project. Currently we would get \$1.588 million through the federal aid process and because of the increase in the cost of the project, somewhere between \$2.5 million and \$2.7 million up from original cost of a planned \$1.6 million, we are going to need to come up with approximately another \$600,000 in addition to the \$540,000 that we had budgeted for. Willett, Hofmann & Associates will be attending the 08-24-2021 Finance Committee Meeting to ask questions as to why the cost of the project went from 1.6 to 2.7 and why we were not made aware sooner about the lack of funding though the FAU process. If we do decide to go through with this project we are looking at a January 2022 bid letting.
- Larry Spinka was contacted today by CMS and the letter that we received from the State basically says that because of the incident that happened at the Cargill Salt Mine in Louisiana, which happened last December, they are expediting the closure of that salt mine. Cargill is not going to contract for all the State municipalities, so now the State is going to put out separate bids for each individual City. There would be no surprise if we pay double what we paid last year, possible that we could be up in the \$80.00 to \$90.00 range per ton and have huge supply issues this year. We are sitting on approximately 800 ton right now so hopefully we won't need to order until January. We usually budget about \$150,000 so if we have to spend \$300,000 that will become a big budget issue.

- The American Recovery Plan, which was passed by Congress, has our share as \$1,188,152.39. The request for the funds has been completed and we should received half of that in 30 days and we will received the other half in one year. This body will have to decide if they want to form a committee to decide on how they want to spend this money. The US Treasury still have the interim final report they have not finalized the rules. There is no need to figure out how to spend the money until the final rules are out, we can allocate this money for spending until December 31, 2024. We need to take our time so that we know that our expenses will be eligible expenses.
- There was a meeting with Joel Horn, Whiteside County Administrator, regarding the emergency dispatch. The County has reached an agreement with the other cities in Whiteside County, besides Sterling and Rock Falls that already pay for dispatch, and they are drafting Intergovernmental Agreements where they will be charging those cities \$25.00 per call. This is a really good thing, the residents of Sterling and Rock Falls will not be the only ones paying for the dispatch services. Once the agreements are signed they will be in compliance with the Intergovernmental Agreement that we have with them and we will go ahead and pay them the difference in what we have been paying them.

Alderman Wangelin is upset about the motorized bicycles going down the sidewalks, at a future meeting we need to discuss what we can do about this problem.

Alderman Snow thanked the Street Department for filling the pot holes and using the Total Patcher to bind the cold patch in the holes. Alderman Snow also made a recommendation to Mayor Kleckler, we have been without a City Clerk now for four months and would like to have him consider appointing Pam Martinez as City Clerk. She has been at every meeting since the new City Council was seated in May and she has had her name on the ballot in the past for City Clerk. She would be an adequate appointment for the Mayor to make for that position.

Alderman Devers stated that she had a chance to meet with individuals in her ward and has also reached out online and got some feedback on things that they are concerned about in town. I will be addressing some of the committees about some questions that they had and then possibly bring them to Council.

Alderman Doane stated that he had concerns about new street lights on East 12th Street, there is a pretty good space between street lights and it gets very dark. I am looking forward to working with Robbin and the committee to possibly install a new street light.

Ed Cox addressed the City Council and stated that this would be his last Council Meeting, he introduced the new Wastewater Superintendent Matt Trotter to the Council.

Mayor Kleckler stated that at the last Council Meeting he had asked if any of the Alderman were interested in riding the Fire Truck in the Fiesta Day Parade on September 18, 2021. Some of the Alderman were interested so Mayor Kleckler will have the Fire Truck taken out of storage and ready for the parade.

A motion was made you Alderman Snow and second by Alderman Doane to enter into executive session for the purpose of discussing Litigation - Section 2(c)(11) - Pending, probable or imminent litigation.

Vote 8 aye, motion carried. (5:52 p.m.)

A motion was made by Alderman Snow and second by Alderman Sobottka to return to regular session.

Vote 8 aye, motion carried. (6:40 p.m.)

A motion was made by Alderman Devers to approve waiver request from Aims Industrial, LLC.
Motion died for lack of second.

A motion was made by Alderman Snow and second by Alderman Babel to adjourn.
Viva Voce Vote, motion carried. (6:42 p.m.)


Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 09/07/2021

To the Mayor and City Council of the City of Rock Falls, Your Committee on Finance would respectfully report that they have examined the following bills presented against the City, and have found the same correct and would recommend the payment of the various amounts to the several claimants as follows:

Tourism	15199.20
General Fund	97857.78
Building Code Demo Fund	1100.50
Employee Group Insurance	53.90
TIF-Downtown Redevelopment	7787.65
Electric	107367.17
Fiber Optic Broadband/Taxable	99.00
Sewer	60240.17
Water	107826.32
Garbage Fund	1257.50
Customer Service Center	4464.78
Motor Fuel Tax	7505.00
Customer Utility Deposit	1030.01
	\$411,788.98

Alderman Wangelin
Alderman Palmer
Alderman Doane
Alderman Devers

DATE: 08/19/21
TIME: 11:27:42
ID: AP443000.WOW

CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/20/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
200	COM ED	504.32	21.44
5015	CARD SERVICE CENTER	12,538.50	293.22
5161	HUGHES MEDIA CORP	750.00	750.00
5308	LEAF	2,239.53	136.75
771	PINNEY PRINTING CO	2,955.50	88.00
T0005500	DESIGNER KAOS		35.00
	TOURISM		1,324.41
GENERAL FUND			
01	ADMINISTRATION		
4331	CIRCUIT CLERK OF LEE COUNTY	2,620.00	300.00
4336	CIRCUIT CLERK OF ROCK ISLAND	100.00	100.00
5015	CARD SERVICE CENTER	12,538.50	66.94
	ADMINISTRATION		466.94
04	BUILDING		
5308	LEAF	2,239.53	96.96
5311	SAMSARA NETWORKS INC	3,700.30	20.00
	BUILDING		116.96
05	CITY CLERK'S OFFICE		
5015	CARD SERVICE CENTER	12,538.50	65.45
771	PINNEY PRINTING CO	2,955.50	330.00
	CITY CLERK'S OFFICE		395.45
06	POLICE		
1493	WILLIAM & MARY COMPUTER CENTER	55,413.85	832.50
364	GRUMMERTS HARDWARE - STERLING	187.15	24.74
5015	CARD SERVICE CENTER	12,538.50	135.75
956	UNIFORM DEN INC	1,453.09	165.32
	POLICE		1,158.31

INVOICES DUE ON/BEFORE 08/20/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	2,453.49	32.33
2451	MENARDS	3,464.48	36.56
4207	O'REILLY AUTOMOTIVE INC	1,443.32	10.98
5052	ABRA AUTO BODY & GLASS	2,067.85	320.78
5311	SAMSARA NETWORKS INC	3,700.30	200.00
651	NICOR	11,569.10	148.21
T0005501	TRUCK COUNTRY OF IOWA		388.70
	STREET		1,137.56
12	PUBLIC PROPERTY		
4579	CROWN EXTERMINATORS, INC	115.00	65.00
5015	CARD SERVICE CENTER	12,538.50	6.68
651	NICOR	11,569.10	128.18
	PUBLIC PROPERTY		199.86
13	FIRE		
182	CITY OF STERLING	776.67	150.00
2519	FIVE ALARM FIRE & SAFETY EQUIP		1,430.00
4443	SANDRY FIRE SUPPLY LLC	971.30	561.30
5060	SAUK VALLEY PEST CONTROL INC	630.00	65.00
5298	INDUSTRIAL/ORGANIZATIONAL		358.00
	FIRE		2,564.30
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	174.00	53.90
	EMPLOYEE GROUP INS		53.90
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
194	GRUMMERT'S HARDWARE - R.F.	2,453.49	33.27
5229	RECON LAWN & LANDSCAPE	284.16	284.16
	DOWNTOWN REDEVELOPMENT		317.43

INVOICES DUE ON/BEFORE 08/20/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	2,453.49	12.57
2140	MCMASTER-CARR SUPPLY	5,704.79	768.98
2187	BORDER STATES INDUSTRIES INC	531.65	667.00
219	CRESCENT ELECTRIC	3,683.84	88.36
2451	MENARDS	3,464.48	99.99
2557	ASPLUNDH TREE EXPERT CO.	35,686.02	17,759.24
34	ALTORFER INC.	54,720.31	3,077.47
4215	POWER LINE SUPPLY	6,981.09	1,091.37
4620	TRI-COUNTY OPP COUNCIL	685.71	604.27
4626	ENGEL ELECTRIC CO.	5,150.66	610.00
4938	MICHLIG ENERGY LTD	65,075.47	15,768.55
5008	POWER SYSTEM ENGINEERING INC	23,784.04	3,062.50
5015	CARD SERVICE CENTER	12,538.50	461.99
5083	HIGH VOLTAGE EQUIP DIAG INC		9,380.55
5311	SAMSARA NETWORKS INC	3,700.30	280.06
651	NICOR	11,569.10	129.84
T0003316	KUHLEMIER PAINTING		3,750.00
	OPERATION & MAINTENANCE		57,612.74
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5216	CLOUD NINE COMMUNICATIONS	790.00	99.00
	FIBER OPTIC BROADBAND/TAXABLE		99.00
SEWER FUND			
38	OPERATION & MAINTENANCE		
1493	WILLIAM & MARY COMPUTER CENTER	55,413.85	82.00
194	GRUMMERT'S HARDWARE - R.F.	2,453.49	26.35
200	COM ED	504.32	137.88
34	ALTORFER INC.	54,720.31	22.90
4796	VERIZON WIRELESS	5,223.39	163.19
5015	CARD SERVICE CENTER	12,538.50	60.00
5311	SAMSARA NETWORKS INC	3,700.30	120.00
5319	MATT TROTTER		303.33
631	MURRAY & SONS EXCAVATING, INC	91,304.50	480.00
	OPERATION & MAINTENANCE		1,395.65

INVOICES DUE ON/BEFORE 08/20/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	35,625.52	16,771.82
5171	FERGUSON ENTERPRISES LLC #3326	10,254.19	203.16
T0002631	SAUK VALLEY TURF FARM		39.60
	WATER		17,014.58
48	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	2,453.49	53.33
2851	FASTENAL COMPANY		539.69
34	ALTORFER INC.	54,720.31	24.30
4207	O'REILLY AUTOMOTIVE INC	1,443.32	65.44
4361	FERGUSON WATERWORKS #2516	35,625.52	2,072.67
5015	CARD SERVICE CENTER	12,538.50	56.00
5141	CINTAS CORPORATION	580.33	277.82
5311	SAMSARA NETWORKS INC	3,700.30	120.00
55	ARAMARK UNIFORM SERVICES, INC.	3,352.83	143.62
631	MURRAY & SONS EXCAVATING, INC	91,304.50	2,701.00
	OPERATION & MAINTENANCE		6,053.87
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1493	WILLIAM & MARY COMPUTER CENTER	55,413.85	45.00
5015	CARD SERVICE CENTER	12,538.50	29.12
795	SBM BUSINESS EQUIPMENT CENTER	6,885.03	152.40
	CUSTOMER SERVICE CENTER		226.52
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620	TRI-COUNTY OPP COUNCIL	685.71	292.37
T0005499	ARTHUR NICEWANNER		104.76
	CUSTOMER UTILITY DEPOSITS		397.13
	TOTAL ALL DEPARTMENTS		90,534.61

DATE: 08/26/21
TIME: 16:19:08
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/27/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
1095	TURNROTH SIGN CO, INC.		316.00
5032	COMCAST	1,388.07	5.33
5161	HUGHES MEDIA CORP	1,500.00	750.00
5178	COMCAST BUSINESS	2,906.78	19.25
771	PINNEY PRINTING CO	3,373.50	203.54
T0004924	JOHN ADDUCI		1,000.00
T0004925	GREGORY MENDEZ		1,000.00
T0004927	MICHAEL YOUNG		1,000.00
T0005171	KIRK SEESE		1,000.00
T0005173	VERNON SKIP WILLITS		1,000.00
T0005367	DAVID ZAHN		1,000.00
T0005502	JAMES HAIRE		1,000.00
T0005503	ALEX MENDEZ		1,000.00
T0005506	ROCK RIVER JAZZ BAND, INC		1,600.00
	TOURISM		10,894.12
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	23,974.38	2,992.50
4310	PITNEY BOWES	1,007.53	1,008.50
5032	COMCAST	1,388.07	5.33
5178	COMCAST BUSINESS	2,906.78	19.25
T0001661	HB WILKINSON TITLE CO, INC		100.00
	ADMINISTRATION		4,125.58
02	CITY ADMINISTRATOR		
5032	COMCAST	1,388.07	2.66
5178	COMCAST BUSINESS	2,906.78	19.25
	CITY ADMINISTRATOR		21.91
03	PLANNING/ZONING		
1472	WARD, MURRAY, PACE & JOHNSON	23,974.38	39.00
	PLANNING/ZONING		39.00

DATE: 08/26/21
TIME: 16:19:08
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/27/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
04	BUILDING		
5032	COMCAST	1,388.07	10.66
5178	COMCAST BUSINESS	2,906.78	38.55
	BUILDING		49.21
05	CITY CLERK'S OFFICE		
5032	COMCAST	1,388.07	10.66
5178	COMCAST BUSINESS	2,906.78	38.55
	CITY CLERK'S OFFICE		49.21
06	POLICE		
1493	WILLIAM & MARY COMPUTER CENTER	56,373.35	32.50
194	GRUMMERT'S HARDWARE - R.F.	2,611.34	14.50
350	GISI BROS. INC.	5,967.20	1,534.77
4767	DOUG WOLBER		37.50
4796	VERIZON WIRELESS	5,386.58	320.06
5032	COMCAST	1,388.07	88.84
5178	COMCAST BUSINESS	2,906.78	77.01
5322	LEGAL AND LIABILITY RISK		495.00
662	RAY O'HERRON CO., INC.		782.52
	POLICE		3,382.70
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	2,611.34	9.88
4698	TWIN CITY CONSTRUCTION CO	5,305.00	9,300.00
4922	2 & 92 TRUCK PARTS, INC.		40.00
5032	COMCAST	1,388.07	5.33
5141	CINTAS CORPORATION	858.15	67.43
5178	COMCAST BUSINESS	2,906.78	19.25
55	ARAMARK UNIFORM SERVICES, INC.	3,496.45	117.29
	STREET		9,559.18
12	PUBLIC PROPERTY		

INVOICES DUE ON/BEFORE 08/27/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
12	PUBLIC PROPERTY		
364	GRUMMERTS HARDWARE - STERLING	211.89	77.08
631	MURRAY & SONS EXCAVATING, INC	94,485.50	9,967.00
	PUBLIC PROPERTY		10,044.08
13	FIRE		
194	GRUMMERT'S HARDWARE - R.F.	2,611.34	22.03
4207	O'REILLY AUTOMOTIVE INC	1,519.74	42.43
5032	COMCAST	1,388.07	33.65
5178	COMCAST BUSINESS	2,906.78	57.76
	FIRE		155.87
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
1472	WARD, MURRAY, PACE & JOHNSON	23,974.38	660.50
	BUILDING CODE DEMOLITION FUND		660.50
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1314	AMERICAN SAFETY UTILITY CORP	1,027.34	1,594.72
1472	WARD, MURRAY, PACE & JOHNSON	23,974.38	1,191.00
1493	WILLIAM & MARY COMPUTER CENTER	56,373.35	145.00
1527	RESCO	6,949.50	356.40
194	GRUMMERT'S HARDWARE - R.F.	2,611.34	22.09
2451	MENARDS	3,601.03	72.34
34	ALTORFER INC.	57,844.98	964.46
4207	O'REILLY AUTOMOTIVE INC	1,519.74	228.54
4626	ENGEL ELECTRIC CO.	5,760.66	7,044.50
4730	FLETCHER-REINHARDT CO		1,760.80
4938	MICHLIG ENERGY LTD	80,844.02	15,267.71
5032	COMCAST	1,388.07	26.65
5141	CINTAS CORPORATION	858.15	77.14
5178	COMCAST BUSINESS	2,906.78	38.56
5276	NICK YATES		100.00
5317	SLATE ROCK FR	1,048.45	184.36
5323	JEREMIAH LUDEWIG		100.00

INVOICES DUE ON/BEFORE 08/27/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
795	SBM BUSINESS EQUIPMENT CENTER	7,037.43	66.35
	OPERATION & MAINTENANCE		29,240.62
SEWER FUND			
30	SEWER		
631	MURRAY & SONS EXCAVATING, INC	94,485.50	19,251.06
	SEWER		19,251.06
38	OPERATION & MAINTENANCE		
2451	MENARDS	3,601.03	279.99
2517	WM CORPORATE SERVICES, INC	8,486.91	957.71
2611	FISCH MOTORS INC	238.00	34.00
34	ALTORFER INC.	57,844.98	22.90
4049	ALLAN BRIGGS	15.00	66.46
4207	O'REILLY AUTOMOTIVE INC	1,519.74	210.66
5032	COMCAST	1,388.07	18.65
5056	WUNDERLICH-MALEC SERVICES INC		7,983.83
5178	COMCAST BUSINESS	2,906.78	19.25
5273	DPS EQUIPMENT SERVICES INC	27,125.00	2,500.00
795	SBM BUSINESS EQUIPMENT CENTER	7,037.43	42.01
	OPERATION & MAINTENANCE		12,135.46
WATER FUND			
40	WATER		
4040	ILLINOIS ENVIRONMENTAL	121,373.50	53,749.34
	WATER		53,749.34
48	OPERATION & MAINTENANCE		
1472	WARD, MURRAY, PACE & JOHNSON	23,974.38	26.46
1740	VIKING CHEMICAL CO	2,946.00	1,098.00
194	GRUMMERT'S HARDWARE - R.F.	2,611.34	196.18
34	ALTORFER INC.	57,844.98	206.26

INVOICES DUE ON/BEFORE 08/27/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
4361	FERGUSON WATERWORKS #2516	54,470.01	466.48
5032	COMCAST	1,388.07	13.32
5141	CINTAS CORPORATION	858.15	42.42
5171	FERGUSON ENTERPRISES LLC #3326	10,457.35	345.00
5178	COMCAST BUSINESS	2,906.78	19.25
5296	BRADFORD SUPPLY CO	568.16	1.49
5320	REINDERS INC		387.60
5321	HELM MECHANICAL		3,430.08
	OPERATION & MAINTENANCE		6,232.54
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	181,752.78	207.50
	GARBAGE		207.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
1472	WARD, MURRAY, PACE & JOHNSON	23,974.38	331.50
5032	COMCAST	1,388.07	18.65
5178	COMCAST BUSINESS	2,906.78	38.55
771	PINNEY PRINTING CO	3,373.50	158.55
	CUSTOMER SERVICE CENTER		547.25
MOTOR FUEL TAX FUND			
65	MOTOR FUEL TAX		
1023	WILLETT, HOFMANN & ASSOCIATES	60,678.44	7,505.00
	MOTOR FUEL TAX		7,505.00
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005504	ALBERTO WEATHERBY		114.53
T0005505	MARY ANN LOVE		515.02
	CUSTOMER UTILITY DEPOSITS		629.55
	TOTAL ALL DEPARTMENTS		168,479.68

DATE: 09/02/21
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

TOURISM			
05	TOURISM		
2796	U.S. CELLULAR	1,749.50	78.07
5032	COMCAST	1,627.80	5.82
5118	SIKICH, LLP	6,750.00	1,050.00
5178	COMCAST BUSINESS	3,311.26	19.78
5235	WRCV-FM	540.00	180.00
5314	LINK MEDIA OUTDOOR	6,448.00	1,612.00
T0004325	JJM PRINTING INC	96.00	35.00
	TOURISM		2,980.67
GENERAL FUND			
01	ADMINISTRATION		
5032	COMCAST	1,627.80	5.82
5118	SIKICH, LLP	6,750.00	10,500.00
5178	COMCAST BUSINESS	3,311.26	19.78
753	ROCK FALLS CHAMBER OF COMMERCE	3,000.00	500.00
	ADMINISTRATION		11,025.60
02	CITY ADMINISTRATOR		
4972	ROBBIN BLACKERT	400.00	100.00
5032	COMCAST	1,627.80	2.91
5178	COMCAST BUSINESS	3,311.26	19.78
	CITY ADMINISTRATOR		122.69
04	BUILDING		
2797	MARK SEARING	160.00	40.00
5032	COMCAST	1,627.80	11.63
5178	COMCAST BUSINESS	3,311.26	39.61
	BUILDING		91.24
05	CITY CLERK'S OFFICE		
5032	COMCAST	1,627.80	11.63
5178	COMCAST BUSINESS	3,311.26	39.61
	CITY CLERK'S OFFICE		51.24

INVOICES DUE ON/BEFORE 09/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
06	POLICE		
176	PETTY CASH	176.00	15.00
295	PAM ERBY	400.00	50.00
5032	COMCAST	1,627.80	90.05
5140	SOLIEL DEETS		65.52
5157	MATTHEW MCKANNA		89.00
5178	COMCAST BUSINESS	3,311.26	79.13
5324	ZAK BITTNER		67.55
T0005357	TAX-EXEMPT LEASING CORP	37,961.81	46,102.04
	POLICE		46,558.29
10	STREET		
194	GRUMMERT'S HARDWARE - R.F.	2,876.02	20.67
2301	STERLING NAPA	52.80	4.59
2606	MIKE'S REPAIR SERVICE	670.11	222.68
2985	CAPITAL ONE	998.73	29.59
4775	BIRKEY'S FARM STORE INC		285.61
4796	VERIZON WIRELESS	5,706.64	59.00
5032	COMCAST	1,627.80	5.82
5178	COMCAST BUSINESS	3,311.26	19.78
T0005346	ESSENCE CHEMICAL COMPANY	3,451.71	1,599.25
	STREET		2,246.99
12	PUBLIC PROPERTY		
4640	TERRACON CONSULTANTS	15,909.42	2,353.75
T0001959	SAUK VALLEY PLUMBING INC		501.94
	PUBLIC PROPERTY		2,855.69
13	FIRE		
176	PETTY CASH	176.00	8.00
194	GRUMMERT'S HARDWARE - R.F.	2,876.02	24.94
295	PAM ERBY	400.00	50.00
2985	CAPITAL ONE	998.73	222.49
4796	VERIZON WIRELESS	5,706.64	168.26
4866	LOESCHER	1,353.50	303.06
5032	COMCAST	1,627.80	20.36

INVOICES DUE ON/BEFORE 09/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
13	FIRE		
5178	COMCAST BUSINESS	3,311.26	59.35
5252	EWERS GARAGE INC	1,088.07	583.46
	FIRE		1,439.92
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
131	BURGER BROTHERS INC	8,446.53	440.00
	BUILDING CODE DEMOLITION FUND		440.00
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
T0004268	ANOVA		7,470.22
	DOWNTOWN REDEVELOPMENT		7,470.22
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1095	TURNROTH SIGN CO, INC.	316.00	32.00
194	GRUMMERT'S HARDWARE - R.F.	2,876.02	62.98
2451	MENARDS	3,953.36	47.92
2557	ASPLUNDH TREE EXPERT CO.	53,445.26	6,701.60
4207	O'REILLY AUTOMOTIVE INC	2,001.37	29.99
439	IMEA	5,160.00	500.00
4528	MODERN SHOE SHOP	409.48	296.99
4544	UPS	28.76	13.27
4626	ENGEL ELECTRIC CO.	12,805.16	224.50
4796	VERIZON WIRELESS	5,706.64	670.34
4995	CLOUDPOINT GEOSPATIAL	24,737.50	1,983.34
5032	COMCAST	1,627.80	29.05
5105	STANLEY CONSULTANTS, INC.	7,404.00	2,694.42
5118	SIKICH, LLP	6,750.00	4,200.00
5135	BUNTJER BROS INC		490.00
5178	COMCAST BUSINESS	3,311.26	39.63
5246	LAWRENCE HANRAHAN		682.85
T0004455	ROCK RIVER CARTAGE INC	1,786.64	1,814.93
	OPERATION & MAINTENANCE		20,513.81

INVOICES DUE ON/BEFORE 09/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

SEWER FUND			
30	SEWER		
1023	WILLETT, HOFMANN & ASSOCIATES	68,183.44	67.45
4030	FISCHER EXCAVATING, INC.		18,250.74
	SEWER		18,318.19
38	OPERATION & MAINTENANCE		
176	PETTY CASH	176.00	30.00
2985	CAPITAL ONE	998.73	229.02
4796	VERIZON WIRELESS	5,706.64	76.02
4995	CLOUDPOINT GEOSPATIAL	24,737.50	1,983.33
5032	COMCAST	1,627.80	20.36
5118	SIKICH, LLP	6,750.00	2,100.00
5131	METROPOLITAN INDUSTRIES, INC.	3,760.50	1,574.00
5178	COMCAST BUSINESS	3,311.26	19.78
631	MURRAY & SONS EXCAVATING, INC	123,703.56	3,107.30
	OPERATION & MAINTENANCE		9,139.81
WATER FUND			
40	WATER		
1023	WILLETT, HOFMANN & ASSOCIATES	68,183.44	11,118.68
4361	FERGUSON WATERWORKS #2516	54,936.49	45.22
	WATER		11,163.90
48	OPERATION & MAINTENANCE		
131	BURGER BROTHERS INC	8,446.53	2,074.00
176	PETTY CASH	176.00	9.30
194	GRUMMERT'S HARDWARE - R.F.	2,876.02	177.94
2451	MENARDS	3,953.36	320.37
2718	TOM ROWZEE		1,475.00
2847	PDC LABORATORIES, INC.	1,687.09	768.00
2985	CAPITAL ONE	998.73	144.44
34	ALTORFER INC.	59,038.60	1,725.00
4624	FRARY LUMBER & SUPPLY		109.98
4796	VERIZON WIRELESS	5,706.64	152.04
4995	CLOUDPOINT GEOSPATIAL	24,737.50	1,983.33
5032	COMCAST	1,627.80	14.54

DATE: 09/02/21
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CITY OF ROCK FALLS
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 09/03/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER FUND			
48	OPERATION & MAINTENANCE		
5118	SIKICH, LLP	6,750.00	2,100.00
5178	COMCAST BUSINESS	3,311.26	19.78
55	ARAMARK UNIFORM SERVICES, INC.	3,613.74	115.52
67	B & D SUPPLY CO.	1,053.99	7.96
795	SBM BUSINESS EQUIPMENT CENTER	7,145.79	14.89
T0000826	FIREHOUSE MINISTRIES		2,400.00
	OPERATION & MAINTENANCE		13,612.09
GARBAGE FUND			
50	GARBAGE		
5118	SIKICH, LLP	6,750.00	1,050.00
	GARBAGE		1,050.00
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5032	COMCAST	1,627.80	20.36
5146	DIANE HATFIELD		131.04
5178	COMCAST BUSINESS	3,311.26	39.61
760	ROCK FALLS POSTMASTER	14,245.00	3,500.00
	CUSTOMER SERVICE CENTER		3,691.01
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620	TRI-COUNTY OPP COUNCIL	1,582.35	3.33
	CUSTOMER UTILITY DEPOSITS		3.33
	TOTAL ALL DEPARTMENTS		152,774.69

CITY OF ROCK FALLS

ORDINANCE NO. 2021-2534

**ORDINANCE AUTHORIZING A VARIANCE FROM
FRONT YARD SETBACK REQUIREMENT FOR
1000 1ST AVENUE, ROCK FALLS, IL 61071**

ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS ___ DAY OF _____, 2021

Published in pamphlet form by authority of the Mayor and City Council of the City of Rock Falls, this ___ day of _____, 2021.

ORDINANCE NO. 2021-2534

**ORDINANCE AUTHORIZING A VARIANCE FROM
FRONT YARD SETBACK REQUIREMENT FOR
1000 1ST AVENUE, ROCK FALLS, IL 61071**

WHEREAS, Stratus Unlimited and PM Design Group, Inc. (collectively, the “Petitioner”), on behalf of FIDC XIV, LLC (“Owner”), have submitted an application to the City of Rock Falls (the “City”) for the construction of an ATM median and drive-thru (“ATM”) on the property at 1000 1st Avenue, Rock Falls, IL 61071 (the “Property”); and

WHEREAS, the Property is currently zoned as B-1 under the zoning ordinances of the City; and

WHEREAS, Section 34-287 of the City Code requires all properties zoned as B-1 within the City to maintain a minimum front yard setback of twenty-five feet (25’); and

WHEREAS, the proposed location of the ATM on the Property will encroach upon the foregoing setback; and

WHEREAS, on June 22, 2021, the Petitioner, on behalf of Owner, requested a variance from the City to reduce the minimum front yard setback requirement from twenty-five feet (25’) to seventeen feet (17’) in order to permit the construction of said ATM on the Property (the “Variance Request”); and

WHEREAS, on August 12, 2021, the Planning and Zoning Commission of the City held a public hearing to consider the Variance Request; and

WHEREAS, the Planning and Zoning Commission, after discussion of the same, has determined that (i) the Variance Request is not contrary to the public interest; (ii) that a literal enforcement of Section 34-287 would result in an unnecessary hardship to the Petitioner; and (iii) that based upon such findings, the Planning and Zoning Commission recommends the approval of the Variance Request; and

WHEREAS, the City Council of the City of Rock Falls has determined to adopt the recommendation of the Planning and Zoning Commission, and to grant the Variance Request all upon the terms as are more specifically set forth herein.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Rock Falls, that all of the recitals contained in the preambles to this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference

BE IT FURTHER ORDAINED that the Mayor and City Council hereby find that the Variance Request authorizing a reduction in the front yard setback requirements of the Property from twenty-five feet (25’) to seventeen feet (17’), all as more particularly set forth herein, is

granted. The variance shall continue until such time as the ATM is removed, or otherwise materially altered in such a manner as to avoid the intent of this Ordinance.

BE IT FURTHER ORDAINED that the City Council finds that the customary practice of requiring a first and second reading of ordinances is not applicable or necessary in the case of this ordinance, and a first reading preliminary to adoption hereof is hereby waived, and this ordinance shall become effective upon its passage.

BE IT FURTHER ORDAINED that all ordinances and parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

BE IT FURTHER ORDAINED that the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

BE IT FURTHER ORDAINED that the provisions and sections of this Ordinance shall be deemed to be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect from and after its passage and approval and publication, as required by law.

Passed by the Mayor and the City Council of the City of Rock Falls on the ____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

ORDINANCE NO. 2021- 2535

ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF ROCK FALLS, CHAPTER 2, ARTICLE VII, DIVISION 1 REGARDING THE CREATION OF A BUSINESS OFFICE AND TOURISM OFFICE

Be it Ordained by the City Council of the City of Rock Falls, Illinois as follows:

SECTION 1: Chapter 2, Article VII, Division 1 of the Rock Falls municipal Code is hereby amended by the addition of Section 2-247 entitled Creation of Business Office, to read as follows:

Sec. 2-247. – Creation of Business Office.

There is hereby created a Business Office to be located within the municipal building. Said Business Office shall have, among its duties, accounts payable, accounts receivable, payroll, accounting duties and business licensing. There shall be a Superintendent of the Business Office to be appointed by the mayor with the advice and consent of the City Council. The Business Office shall also perform such other duties as may from time to time be assigned by the City Administrator, Mayor and City Council.

SECTION 2: Chapter 2, Article VII, Division 1 of the Rock Falls municipal Code is hereby amended by the addition of Section 2-250 entitled Creation of Tourism Office, to read as follows:

Sec. 2-250. – Creation of Tourism Office.

There is hereby created a Tourism Office to be located within the municipal building. Said Tourism Office shall have, among its duties, creating and executing a Marketing & Promotion Plan for the City of Rock Falls and will facilitate an active relationship with hotels, restaurants and attractions within Rock Falls. There shall be a Tourism Director to be appointed by the mayor with the advice and consent of the city council. The Tourism Office shall also perform such other duties as may from time to time be assigned by the City Administrator, Mayor, City Council and Tourism Committee.

SECTION 3: In all other respects, Chapter 2, Article VII, Division 1, as amended, shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: The provisions and sections of this Ordinance shall be deemed separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

SECTION 5: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval and publication as required by law.

Approved this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY

CITY OF ROCK FALLS

ORDINANCE NO. 2021-2536

**ORDINANCE AMENDING CHAPTER 4, ARTICLE I
RELATING TO LIMITATION ON NUMBER OF ANIMALS PER HOUSEHOLD**

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF ROCK FALLS

THIS _____ DAY OF _____, 2021

Published in pamphlet form by authority of the City Council of the City of Rock Falls, Illinois,
this _____ day of _____, 2021.

ORDINANCE NO. 2021-2536

**ORDINANCE AMENDING CHAPTER 4, ARTICLE I
RELATING TO LIMITATION ON NUMBER OF ANIMALS PER HOUSEHOLD**

WHEREAS, Article 11 of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et. seq. (the “Code”) generally empowers any municipality to adopt reasonable rules and regulations with respect to the protection of the public health, safety and welfare; and

WHEREAS, the Section 11-60-2 of the Code further authorizes a municipality to define, prevent and abate nuisances; and

WHEREAS, the Mayor and City Council (collectively, the “Corporate Authorities”) of the City of Rock Falls (the “City”) have discussed the needs of the City with respect to the proliferation of household animals within the City; and

WHEREAS, the Corporate Authorities desire to amend the City’s ordinances relating to the number of animals permitted at any residential household within the City, all as more specifically set forth herein.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Rock Falls, Whiteside County, Illinois as follows:

SECTION 1: The preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

SECTION 2: Chapter 34, Article I, as amended, shall be further amended by the addition of a new Section 4-9 entitled “Limitation on Number of Animals Per Household”, to read as follows:

“Sec. 4-9. – Limitation on Number of Animals Per Household.

No owner shall keep or harbor more than four (4) dogs, cats or rabbits, or any combination thereof, totaling four (4) in any single household. Notwithstanding the foregoing, the above limitation shall not apply for a period of six (6) months following the date of birth of any offspring of such dogs, cats or rabbits kept or harbored in any household. A violation of any of the provisions of this section shall be punishable as a Class B violation in accordance with section 1-41.”

SECTION 3: In all other respects, Chapter 34, Article I shall remain in full force and effect as previously adopted and/or amended.

SECTION 4: The provisions and sections of this Ordinance shall be deemed to be separable and the invalidity of any portion of this ordinance shall not affect the validity of the remainder.

SECTION 5: The City Clerk is directed to publish this Ordinance in pamphlet form.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Approved this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

AYE

NAY



A RESOLUTION RELATING TO TERMINATION OF PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND

IMRF Form 6.64T (03/12)

PLEASE ENTER Employer IMRF I.D. Number
00209

RESOLUTION
Number 2021-870

WHEREAS, the City of Rock Falls
EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund:

WHEREAS, elected officials with the City of Rock Falls
EMPLOYER NAME

may participate in the Illinois Municipal Retirement Fund if they are in positions normally requiring performance of duty for

1,000 hours or more per year; and
600 or 1,000

WHEREAS, this governing body can determine what the normal annual hourly requirements of its elected officials are, and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund;

and

WHEREAS, this governing body has previously determined that the following elected position required performance of duty for at least 1,000 hours per year: Clerk / Collector; and
600 or 1,000 Elected Position

WHEREAS, the duties and responsibilities of this position have changed and it no longer requires performance of duty for at least 1,000 hours per year, effective 09/01/2021.
600 or 1,000 DATE (MM/DD/YY)

NOW THEREFORE BE IT RESOLVED that the City Council
BOARD, COUNCIL, ETC.
of City of Rock Falls finds that the position of Clerk / Collector
EMPLOYER NAME Elected Position

no longer qualifies for IMRF participation, as of 09/01/2021.
DATE (MM/DD/YY)

CERTIFICATION

I, Michelle K. Conklin, the Deputy City Clerk
NAME CLERK OR SECRETARY OF THE BOARD
of the City of Rock Falls, of the County of Whiteside
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct copy of a

resolution duly adopted by its City Council at a meeting duly convened
BOARD, COUNCIL, ETC.

and held on the 7th of September, 20 21.
DAY MONTH YEAR

Signature of Clerk or Secretary of the Board

IMRF

2211 York Road, Suite 500, Oak Brook Illinois 60523-2337

Employer Only Phone: 1-800-728-7971 Member Services Representatives: 1-800-ASK-IMRF (1-800-275-4673)

www.imrf.org

MEMORANDUM OF AGREEMENT between the CITY OF ROCK FALLS and
the ILLINOIS F.O.P. LABOR COUNCIL representing Police Officers and Sergeants

This Agreement is made and entered into as of this _____ day of _____ 2021 by and between the City of Rock Falls, Illinois ("Employer") and the Illinois Fraternal Order of Police Labor Council representing police officers and sergeants employed by the City of Rock Falls ("employees").

A Collective Bargaining Agreement is currently in effect between the Employer and employees and covering the dates of May 1, 2019, to April 30, 2024. By mutual agreement of the Employer and employees, changes to the Collective Bargaining Agreement have been made to certain sections which are listed below.

Article 28 Lateral Transfer Program

Section 28.01 Requirements: All lateral transfers must possess a State of Illinois certification with the Illinois Law Enforcement Training and Standards Board. In order to be placed in the below listed scale, lateral transfers must have been employed a minimum of twenty-four (24) months as a full-time sworn, certified law enforcement officer with a municipal, county, or state police department within the last thirty-six (36) months and have left their previous employer in good standing.

Section 28.02 Benefits: Lateral transfers shall fall within the listed wage scale in accordance with this Agreement up to one grade below the maximum based off previous law enforcement experience. Lateral transfers will be granted vacation time equivalent to a two-year officer, effective upon successful completion of the field training program. All other benefits shall be based off date of hire.

All other sections of the Collective Bargaining Agreement not listed above shall remain unchanged.

Lateral transfers will receive a bonus based on years of service with their prior law enforcement agency, ranging from \$2,000.00 to \$5,000.00.

Two (2) years of prior service:	\$2,000.00
Three (3) years of prior service:	\$3,000.00
Four (4) years of prior service:	\$4,000.00
Five (5) years or more of prior service:	\$5,000.00

The bonus will be paid as follows:

- 50% upon successful completion of field training
- 25% after one (1) year of employment
- 25% after two (2) years of employment

The above listed changes to the Lateral Transfer Program shall be effective upon both parties signing this Memorandum of Agreement.

CITY

IL FOP LABOR COUNCIL

BURKE EXCAVATING INC

burkeexcinc@gmail.com

25668 Jersey Rd.

Tampico, IL 61283

(815)-499-6841

8/29/2021

To: For Rock Falls 215 Ave C Demo Bid

We propose the following:

Complete demolition to City spec paper.

Bid Price - \$ 9,938.00

Thank you

Sincerely,

Patrick Burke

Burke

Excavating

Inc.

**CITY OF ROCK FALLS
ENGINEERING SERVICES AGREEMENT**

This Agreement for professional engineering services is made between the CITY OF ROCK FALLS, Whiteside County, Illinois ("City"), and WILLETT HOFMANN & ASSOCIATES, INC., 809 East Second Street, Dixon, Illinois ("Engineer"), effective as of the date duly signed and executed by both parties.

1. **Description of Project.** Engineer agrees to perform professional services in connection with the Project as described on Exhibit 1, attached hereto and incorporated herein.

2. **Engineer's Services.** The services to be performed by Engineer are set forth on Exhibit 2, attached hereto and incorporated herein. The Engineer will serve as the City's professional representative in all phases of the Project and will give consultation and advice to the City during the performance of its services. If the services include design services, Engineer shall provide the City with such detailed engineering drawings and specifications as reasonably necessary to bid the Project or otherwise award a contract for the Project, and shall furnish the City with a cost estimate for the Project. In the event the Engineer's services include construction observation services, Engineer shall provide onsite periodic observation services as reasonably necessary to observe the progress and quality of the work and to determine in general if the work is proceeding in accordance with plans, drawings, and specifications.

3. **Compensation.** The City shall pay Engineer as provided on Exhibit 3, attached hereto and hereby incorporated herein. The compensation to be paid Engineer shall not exceed the sums designated on Exhibit 3 without the prior written consent of the City.

4. **Termination.** This Agreement may be terminated by the City upon giving fourteen (14) days notice in writing to the Engineer. Upon such termination, the Engineer shall deliver to the City all drawings, specifications, partial and completed estimates and data, if any, completed pursuant to the Agreement up to the date of termination, with the understanding that all such material becomes the property of the City. The Engineer shall be paid for any services completed and any services partially completed up to the date of termination.

5. **Engineer's Responsibilities.** Engineer shall provide the services required hereunder in a manner consistent with that degree of care and skill ordinarily exercised by engineers under the same or similar circumstances. Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, but shall endeavor to advise the City and act as the City's professional representative in all phases of the project, and will give consultation and advice to the City during the performance of Engineer's services.

6. **City's Responsibilities.** The City shall provide all information reasonably available pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project. The City shall provide access to and make provisions for the Engineer to enter upon public and private lands as required for the Engineer to perform its work under this Agreement. The City shall further give prompt notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project. The City shall obtain approval of all governmental authorities having jurisdiction over the Project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

7. **Indemnification.** Engineer shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors, employees, agents and consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance of the Engineer's services under this Agreement.

8. **Insurance.** Engineer shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of Engineer's services under this Agreement. Engineer shall cause the City to be named as an additional insured on such coverage. The minimum coverage limits shall be as follows:


General Liability	
Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000
General Aggregate	\$3,000,000
Products – Comp/OP AGG	\$3,000,000
Automobile Liability	
Combined Single Limit (Ea accident)	\$1,000,000
Umbrella Liability	
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
Workers Compensation	Statutory Maximums
Employer's Liability Each Accident	\$1,000,000
Employer's Liability Disease – Ea Employee	\$1,000,000

9. **Dispute Resolution.** Any claims or disputes between the City and the Engineer arising out of the services provided by the Engineer under this Agreement shall be submitted to non-binding mediation. In the event mediation does not result in resolution of any such dispute or claim, any litigation arising in any way from this Agreement shall be brought in the Circuit Court of the Fourteenth Judicial Circuit, Whiteside County, Illinois. The laws of the State of Illinois will govern the validity of this Agreement, and its interpretation and performance.

10. **Use and Ownership of Documents.** All plans, drawings, and specifications prepared by Engineer regarding the Project shall be delivered to the City at the conclusion of the Project and, provided payment has been made to Engineer as provided herein, shall become the sole property of the City.

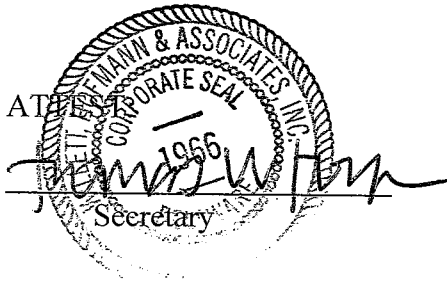
11. **Entire Agreement.** This Agreement represents the entire Agreement between the parties and may be amended only by written instrument signed by both parties.

WILLETT HOFMANN & ASSOCIATES, INC.

By 

Vice President

(Title)



CITY OF ROCK FALLS, ILLINOIS,

By _____

Mayor

ATTEST:

City Clerk

Exhibit 1
Project Description

The City received an IEPA Unsewered Community Planning Grant. The Planning Grant will be used to pay for the development of an IEPA Project Plan Report and planning documents so the City can become eligible for an Unsewered Community Construction Grant to construct sanitary sewers and abandoned the existing private septic systems in the Allen's Addition subdivision located between US Route 30 and Prophetstown Road between Riverdale Road and Lenore Street.

Exhibit 2
Description of Services

- Prepare a WPCRFL program Project Plan report for the sanitary sewer improvements in accordance with the requirements of Title 35 of the Illinois Administrative Code, Subtitle C, Part 365, Subpart C: Loan Application Process, Section 365.320 Project Plan.
- Use LIDAR contour data to determine the elevations in the project area.
- Prepare a preliminary layout for the sanitary sewers to serve the Allen's Addition subdivision.
- Prepare map exhibits for the Project Plan report.
- Prepare the IEPA Project Plan Submittal Checklist form.
- Prepare the IEPA Funding Nomination Form for Loan Assistance for Wastewater Facilities.
- Prepare the Environmental Checklist Form.
- Prepare the Existing User Charge and O, M and R Certification Sheet.
- One project meeting to review the Project Plan report with the City staff and/or Utility Committee prior to submitting to the IEPA.

Exhibit 3
Compensation

Willett, Hofmann & Associates, Inc. (WHA) proposes to provide the Professional Services described in Exhibit 2 for a lump sum fee of \$24,000.00. WHA has estimated 185 manhours to complete the services detailed above.

Exhibit 4
IEPA Unsewered Community Grant Subaward Clauses

The attached Lobbying document requirements are a part of this engineering agreement.

LOBBYING

1.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

1.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

1.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

1.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

1.5. Subawards. Grantee must include the language of this **Error! Reference source not found.** in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

1.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.



TERMS AND CONDITIONS - CITY OF ROCK FALLS

Standard of Care: Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as "WHA", under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

Billing / Payment: The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Termination, Suspension or Abandonment: In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

Indemnification: WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by WHA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Certification, Guarantees and Warranties: WHA shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



TERMS AND CONDITIONS - CITY OF ROCK FALLS

Construction Means and Methods: WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

Construction Observation: When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Project Signs: Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

Electronic Files: The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

Use of Documents: Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.



WILLETT HOFMANN
 & ASSOCIATES INC
 ENGINEERING ARCHITECTURE LAND SURVEYING

**GENERAL RATES FOR ENGINEERING SERVICES
 (FIELD AND OFFICE)
 EFFECTIVE MARCH 28, 2021**

CLASSIFICATION OF EMPLOYEE	REGULAR HOURLY RATE		OVERTIME RATE
	From	To	
President & General Manager	\$192.00	\$300.00	Regular Rate
Principal Engineering Manager	\$160.00	\$250.00	Regular Rate
Engineering Manager	\$140.00	\$240.00	Regular Rate
Civil Engineer IV	\$120.00	\$190.00	Regular Rate
Civil Engineer III	\$110.00	\$170.00	Regular Rate
Civil Engineering Intern II	\$100.00	\$160.00	Regular Rate
Civil Engineering Intern I	\$80.00	\$130.00	Regular Rate
SPP Civil Engineer I, II, III, IV	\$80.00	\$190.00	Regular Rate
Engineering Intern	\$47.00	\$79.00	Regular Rate
Principal Architectural Manager	\$130.00	\$210.00	Regular Rate
Architect IV	\$120.00	\$190.00	Regular Rate
Architect III	\$100.00	\$170.00	Regular Rate
Architectural Intern II	\$90.00	\$150.00	Regular Rate
Architectural Intern I	\$80.00	\$130.00	Regular Rate
SPP Professional Architect I, II, III, IV	\$80.00	\$190.00	Regular Rate
Principal Prof. Land Surveyor Manager	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor Manager	\$110.00	\$180.00	Regular Rate
Prof. Land Surveyor IV	\$90.00	\$150.00	Regular Rate
Prof. Land Surveyor III	\$80.00	\$130.00	Regular Rate
Prof. Land Surveyor (SIT) II	\$70.00	\$120.00	Regular Rate
Prof. Land Surveyor (SIT) I	\$60.00	\$110.00	Regular Rate
SPP Professional Land Surveyor I, II, III, IV	\$60.00	\$150.00	Regular Rate
Technician IV	\$80.00	\$130.00	1.3 x Regular Rate
Technician III	\$70.00	\$120.00	1.3 x Regular Rate
Technician II	\$60.00	\$110.00	1.3 x Regular Rate
Technician I	\$50.00	\$90.00	1.3 x Regular Rate
SPP Technician I, II, III, IV	\$50.00	\$130.00	1.3 x Regular Rate
Survey Worker Foreman	\$80.00	\$130.00	1.3 x Regular Rate
Survey Worker	\$80.00	\$130.00	1.3 x Regular Rate
Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
SPP Administrative Assistant	\$50.00	\$90.00	1.3 x Regular Rate
Expenses and Materials	At Cost		

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP – Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.



SOLUTIONS PROPOSAL



PREPARED FOR:

City of Rock Falls
City Administrator Robbin Blackert
rblackert@rockfalls61071.com
(815) 213-1107

PREPARED BY:

Karen James
kjames@lexipol.com
(949) 325-1230

2611 Internet Blvd, Ste 100
Frisco, Texas 75034
(844) 312-9500
www.lexipol.com

Executive Summary

Public safety agencies and local government organizations today face challenges of keeping personnel safe and healthy, reducing risk and maintaining a positive reputation. Add to that the dynamically changing legislative landscape and evolving best practices, and even the most progressive, forward-thinking departments can struggle to keep up.

Lexipol's solutions are designed to save you time and money while protecting your personnel and your community. Our team consists of professionals with expertise in public safety law, policy, training, mental health and grants. We continually monitor changes and trends in legislation, case law and best practices and use this knowledge to create policies, training, wellness resources and funding services that minimize risk and help you effectively serve your community.

THE LEXIPOL ADVANTAGE

Lexipol was founded by public safety experts who saw a need for a better, safer way to run a public safety agency. Since the company launch in 2003, Lexipol has grown to form an entire risk management solution for public safety and local government. Today, we serve more than 8,100 agencies and municipalities and 2 million public safety and government professionals with a range of informational and technological solutions to meet the challenges facing these dynamic industries. In addition to providing policy management, online training, wellness resources, and grant assistance, we provide 24/7 industry news and analysis through the digital communities Police1, FireRescue1, Corrections1, EMS1 and Gov1.

Our customers choose Lexipol to make an investment in the safety and security of their personnel, their agencies and their communities. We help agencies address issues that create substantial risk, including:

- Inconsistent and outdated policies
- Lack of technology to easily update and issue policies and training electronically
- Unchecked mental health needs of staff
- Difficulty keeping up with new and changing legislation and practices
- Inability to produce policy acknowledgment and training documentation
- Unfamiliarity of city legal resources with the intricacies of public safety law
- The need to secure grant funding for critical equipment, infrastructure and personnel

Lexipol is backed by the expertise of 320 employees with more than 2,075 years of combined experience in constitutional law, civil rights, ADA and discrimination, mental health, psychology, labor negotiations, Internal Affairs, use of force, hazmat, instructional design, federal and state grants and a whole lot more. That means no more trying to figure out policy, develop training or wellness content or secure funding on your own. You can draw on the experience of our dedicated team members who have researched, taught and lived these issues.

We look forward to working with City of Rock Falls to address your unique challenges.

Scope of Services

Local Government Administration Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe local government functions and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers key aspects of your organization's general operations, facilities, and equipment, records, and personnel policy needs.

- Approximately 50 policies researched and written by public safety attorneys and subject matter experts
- Policies based on federal laws and regulations as well as nationwide best practices
- Ability to customize content to reflect your organization's unique terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides

Proposal

Prepared By: Karen James
Phone: (949) 325-1230
Email: kjames@lexipol.com

Quote #: Q-24316-1
Date: 8/19/2021
Valid Through: 10/1/2021

Overview

Lexipol empowers first responders and public servants to best meet the needs of their residents safely and responsibly. We are the experts in policy, training and wellness support, committed to improving the quality of life for all community members. Our solutions include state-specific policies, online learning, behavioral health resources, funding assistance, and industry news and information offered through the websites Police1, FireRescue1, EMS1 and Corrections1. Lexipol serves more than 2 million public safety and government professionals in over 8,000 agencies and municipalities. The services proposed below are designed to meet your agency's specific goals and needs.

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 5,477.00	5%	USD 273.85	USD 5,203.15
	Subscription Line Items Total			USD 273.85	USD 5,203.15
				USD 273.85	USD 5,203.15
				Discount:	USD 273.85
				TOTAL:	USD 5,203.15

*Government Policy pricing is based on 68 Government Users.

Discount Notes

5% annual subscription discount for LGA policies, since City of Rock Falls is already a PD Lexipol client.



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: City of Rock Falls
Agency's Address: 603 W. 10th Street
Rock Falls, Illinois 61071

Attention: Administrator Robbin Blackert

Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Prepared By: Karen James

Program Start Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

This Subscription Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above.

This Agreement consists of: (a) this **Cover Sheet**; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees); (c) **Exhibit B** (Terms and Conditions Specific to this Agreement); and (d) Lexipol's General Terms and Conditions, available at: <https://www.lexipol.com/terms-and-conditions/>.

In the event of any inconsistency or conflict between Lexipol's General Terms and Conditions and those contained in **Exhibit B**, the terms and conditions contained in **Exhibit B** shall control.

Each person signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

City of Rock Falls

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Exhibit A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Local Government Administration Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 5,477.00	5%	USD 273.85	USD 5,203.15
	Subscription Line Items Total			USD 273.85	USD 5,203.15
				USD 273.85	USD 5,203.15
				Discount:	USD 273.85
				TOTAL:	USD 5,203.15

*The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Discount Notes

5% annual subscription discount for LGA policies, since City of Rock Falls is already a PD Lexipol client.

Exhibit B

Terms and Conditions Specific to this Agreement

The following terms and conditions apply to all subscription services provided by Lexipol. Certain terms and conditions are not defined herein shall have the meaning set forth in Lexipol's General Terms and Conditions available at www.lexipol.com/termsandconditions in the event of an inconsistency or conflict between Lexipol's General Terms and Conditions and those contained herein. The Terms and Conditions contained in this Exhibit are all-inclusive.

1. Term This Agreement becomes effective and enforceable upon signature by Agency's authorized representative on the Program Start Date as indicated on the cover sheet of this Agreement. This Agreement shall remain in effect for a minimum one year period commencing on the Program Start Date. Unless a different time period is specified in the "Initial Term" provided, the Agreement shall be automatically extended for successive one-year periods thereafter each a "Renewal Term" unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to expiration of the Initial Term or the then-current Renewal Term. In the case of a renewal, the Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding to the foregoing, this Agreement remains subject to termination as provided in Lexipol's General Terms and Conditions available at www.lexipol.com/termsandconditions.

2. Subscription Fee/Invoicing Lexipol will invoice Agency for subscribed services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. Invoices will be sent to Agency at the address for billing specified on the cover sheet of this Agreement to which the Terms and Conditions are attached. Payment will be made to Lexipol at the address for billing specified on the invoice. Lexipol reserves the right to increase rates for each Renewal Term.

3. Product-Specific Terms; Ownership; Right to Use This section pertains to specific products and services offered by Lexipol and to a date when Agency has selected a particular product or service referenced below. The applicable section and associated supplemental terms will apply when Agency has not selected a particular product or service referenced below. The section referenced below shall not apply.

3.1 Policy Subscriptions and Materials This section applies when Agency is subscribed to or otherwise receives access to Lexipol's Policy Subscription Material as defined below.

i. Generally Agency acknowledges and agrees that all copyrighted subscription services included but not limited to all policy manual, supplemental policy, education, data, training, updates and all other material provided by Lexipol to Agency from time to time during the term of this Agreement and all material collectively the "Subscription Material" are proprietary products of Lexipol, protected under copyright, trademark, patent and other applicable laws and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants Agency the right to create derivative works of the Subscription Material (each, a "Derivative Work," as defined in Section 3 of the General Terms and Conditions) provided that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works included in all contracts and other intellectual property and proprietary rights therein or certain thereof and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works included in all contracts and other intellectual property and proprietary rights therein or certain thereof. Agency will not remove any copyright notice or other proprietary notice of Lexipol appearing on Subscription Material or Derivative Works and shall include such notice at the appropriate place on each copy thereof.

ii. Right to Use; Limitations on Use Subject to the terms, conditions and limitations in this Agreement, Lexipol hereby grants to Agency a personal, non-exclusive, non-transferable license to use the Subscription Material and any Derivative Works in each case, solely for the Agency's internal purposes. Agency shall not use, copy, republish, lend, distribute, post on server, transmitted, distribute or disseminate in any form or by any means or medium, whether electronic or mechanical, or any information storage and retrieval system, any Subscription Material or any Derivative Works or other than as expressly authorized in the immediately preceding sentence. It is not limited by the general provisions of this Agreement. Agency will not import, load or otherwise make available any Subscription Material or any Derivative Works into or onto any third party document, hosted or other content management system or service without Lexipol's prior written consent. The foregoing does not prohibit Agency from providing Subscription Material or Derivative Works or content to an order from a court or other

Exhibit B

3.5 Generally; Injunctive Relief Licensee agrees and covenants provided herein not to, in this agreement shall be construed as a consent and right or license to Lexipol's trade secret intellectual property Confidential information or information Material or otherwise service or the software underlined or product and service or other or to disclose information or other or to decompile or disassemble or reverse engineer or other or to attempt to discover and force code contained in an software or service or other or to understand and other term or condition herein or to grant all right and permission in or relation to or Data as are necessary or need to Lexipol to enforce this agreement or exercise Lexipol's right and perform Lexipol's obligation herein or to acknowledge that a breach or threatened breach or an action or other or may cause irreparable harm and shall entitle Lexipol to injunctive relief in addition to any other available remedy

4. Warranty Disclaimer. ALL INFORMATION OR SERVICE OR PRODUCT OR MATERIAL OR PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OR ENDORSEMENT OR SUPPORT OR MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OR RESULTS OR PERFORMANCE OR ANY OTHER OR FROM COOPER OR DOLLER GROUP OR TRUST OR CONTRACT

5. Disclaimer of Liability Licensee acknowledges and agrees that Lexipol its officer agent manager and employee will have no liability to Licensee or any other person or entity arising from or related to the information service or the information Material or an act or omission of Licensee or its personnel or in reliance on any or the information Material

6. Limitation of Liability. Lexipol's cumulative liability to Licensee and any other person or entity for any loss or damage resulting from any claim demand or action arising out of or related to this agreement or the information service or the or any or information Material shall not exceed the information fee actually paid to Lexipol by Licensee for the or the information service under this agreement during the twelve month period immediately prior to the assertion of any claim demand or action in no event shall Lexipol be liable for any indirect incidental consequential or special or exemplary damage or loss or other even if Lexipol has been advised of the possibility of such damage or the limitation set forth in this section shall apply whether Licensee's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action

7. Governing Law. This agreement shall be construed in accordance with and governed by the law of the state of Texas to the extent that it does not conflict with public policy or a doctrine that would cause the law of another jurisdiction to apply

8. Entire Agreement This agreement embodies the entire agreement and understanding of the parties hereto and hereby entered into by the parties and all oral or written and oral agreement and understanding or other or to the subject matter hereof no representation or inducement or statement of intention has been made by any party hereto that is not embodied in this agreement Terms and conditions set forth in an or other order or any other form or document of Licensee are inconsistent with or in addition to the terms and conditions set forth in this agreement are hereby rejected to and rejected in their entirety regardless of when received or other action or notification of Lexipol and shall not be considered binding on Lexipol unless specifically agreed to in writing by the

9. Additional Terms and Conditions. Licensee agrees that any other or agreement remains subject to Lexipol's General Terms and Conditions available at <http://www.lexipol.com/terms-and-conditions>

LOCAL GOVERNMENT ADMINISTRATION

POLICY + TRAINING



Table of Contents

Preface Title	1
Preface Title	2
Chapter 1 - Role and Authority	5
100 - Policy Manual	6
101 - Standards of Conduct for Elected Officials	8
102 - Standards of Conduct for All Employees	11
Chapter 2 - Organization and Administration	17
200 - Electronic Mail	18
201 - Information Technology Use	19
202 - Local Government Use of Social Media	22
203 - Subpoenas and Court Appearances	25
204 - Limited English Proficiency Services	27
205 - ADA Compliance	33
206 - Emergency Management Plan	43
207 - Volunteers	44
Chapter 3 - Facilities	51
300 - Key and Electronic Access Device Controls	52
301 - Public Safety Video Surveillance System	54
302 - Use of Public Facilities	58
303 - Holiday Displays	61
304 - Memorials on Public Property	63
305 - Flags	67
Chapter 4 - Equipment	69
400 - Local Government-Owned and Personal Property	70
401 - Personal Communication Devices	72
402 - Vehicle Maintenance	76
403 - Vehicle Use	78
404 - Vehicle Safety Restraints/Safety Belts	82
405 - Personal Protective Equipment	84
406 - Physical Asset Management	86
Chapter 5 - Records and Documents	89
500 - Records Maintenance and Release	90
501 - Protected Information	94
502 - Personnel Records	96
Chapter 6 - Personnel	99
600 - Recruitment and Selection	100
601 - Performance Evaluations	103

602 - Discriminatory Harassment	107
603 - Grievances	112
604 - Anti-Retaliation	114
605 - Drug-and Alcohol- Free Workplace	117
606 - Communicable Diseases	120
607 - Smoking and Tobacco Use	124
608 - Meal Periods and Breaks	125
609 - Lactation Breaks	126
610 - Payroll Records	128
611 - Overtime Compensation	129
612 - Work-Related Illness and Injury Reporting	131
613 - Temporary Modified- Duty Assignments	133
614 - Speech, Expression, and Social Networking	136
615 - Illness and Injury Prevention	139
616 - Workplace Violence	144
617 - Outside Employment	147
618 - Personal Appearance Standards	151
619 - Dress Code	153
620 - Family and Medical Leave	New Policy Coming in 2021
621 - Sick Leave	New Policy Coming in 2021
622 - Personnel Complaints	New Policy Coming in 2021
623 - Petty Cash	New Policy Coming in 2021
624 - Travel Reimbursement	New Policy Coming in 2021
625 - Nepotism and Conflicting Relationships	New Policy Coming in 2021
Attachments	

Flags

305.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the proper display of flags at city facilities.

305.2 POLICY

It is the policy of the City to display flags in compliance with federal and state laws and local ordinances.

305.3 DISPLAY OF FLAGS

Flags flown at city facilities will be displayed in the following order of prominence:

- (a) The United States flag
- (b) Flags of foreign governments recognized by the United States when flown with the United States flag
- (c) The state flag
- (d) The city flag
- (e) The department flag
- (f) Any commemorative flags

305.4 DISPLAYING THE FLAG OF THE UNITED STATES

Federal law providing for the use and the display of the United States flag is contained in Title 4 Chapter 1 of the United States Code, commonly referred to as the “Flag Code.” The City will display the flag of the United States in accordance with the provisions of 4 USC § 1 through 4 USC § 10.

305.4.1 DISPLAY OF THE UNITED STATES FLAG IN DAILY OPERATIONS

Employees should consult the Flag Code for guidance whenever the flag of the United States is to be displayed in any manner. This is to ensure that the display is presented in accordance with the Flag Code and as follows:

- (a) The United States flag should be conspicuously posted on all city facilities during hours of operation.
- (b) It is the universal custom to display the flag only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness (4 USC § 6).
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed (4 USC § 6).
- (d) The United States flag may only be flown at half-staff by Presidential or Gubernatorial decree, and on Memorial Day until noon (4 USC § 7).

Flags

Whenever the United States flag is displayed in conjunction with other flags or symbols it should occupy the "Place of Honor" (4 USC § 7).

305.5 DISPLAY OF THE STATE FLAG

The City will display the state flag prominently and in the proper position of honor in accordance with the United States Flag Code.

305.5.1 DISPLAY OF THE STATE FLAG IN DAILY OPERATIONS

Employees should review state law for guidance whenever the flag is to be displayed in any manner to ensure that the display is presented appropriately. Displays of the flag should be consistent with the following protocol:

- (a) The flag should be conspicuously posted on all city facilities during hours of operation.
- (b) Generally, the flag should be displayed only from sunrise to sunset on buildings and on a stationary flagstaff in the open. However, the flag may be displayed 24 hours a day if it is properly illuminated during the hours of darkness.
- (c) The flag should not be displayed on days when the weather is inclement, except when an all-weather flag is displayed.
- (d) The flag shall be flown at half-staff whenever the flag of the United States is flown at half-staff, and may only be flown at half-staff at other times by order of the Governor.
- (e) Whenever the flag is displayed in conjunction with the United States flag, the United States flag shall occupy the position of first honor (4 USC § 7). When the flag is displayed in conjunction with other flags or symbols, it should occupy the position of honor.

305.6 DISPLAY OF COMMEMORATIVE OR UNOFFICIAL FLAGS

City flag displays, including but not limited to flagstaffs, are not intended to serve as a forum for free expression by the public. Commemorative flags or flags not identified in this policy, including flags of a government not recognized by the United States, should not be displayed by the City without prior approval from the City Manager.

Anti-Retaliation

604.1 PURPOSE AND SCOPE

This policy prohibits retaliation against employees who identify workplace issues, such as fraud, waste, abuse of authority, gross mismanagement, or any inappropriate conduct or practices, including violations that may pose a threat to the health, safety, or well-being of employees.

This policy does not prohibit actions taken for nondiscriminatory or non-retaliatory reasons, such as discipline for cause.

These guidelines are intended to supplement and not limit employees' access to other applicable remedies. Nothing in this policy shall diminish the rights or remedies of an employee pursuant to any applicable federal law, provision of the U.S. Constitution, state and local law, ordinance, or current employment agreement.

604.2 POLICY

The City has a zero tolerance for retaliation and is committed to taking reasonable steps to protect from retaliation employees who, in good faith, engage in permitted behavior or who report or participate in the reporting or investigation of workplace issues. All complaints of retaliation will be taken seriously and will be promptly and appropriately investigated.

604.3 RETALIATION PROHIBITED

No employee may retaliate against any person for engaging in lawful or otherwise permitted behavior; for opposing a practice believed to be unlawful, unethical, discriminatory, or retaliatory; for reporting or making a complaint under this policy; or for participating in any investigation related to a complaint under this or any other policy.

Retaliation includes any adverse action or conduct, including but not limited to:

- Refusing to hire or denying a promotion.
- Extending the probationary period.
- Unjustified reassignment of duties or change of work schedule.
- Real or implied threats or other forms of intimidation to dissuade the reporting of wrongdoing or filing of a complaint, or as a consequence of having reported or participated in protected activity.
- Taking unwarranted disciplinary action.
- Spreading rumors about the person filing the complaint or about the alleged wrongdoing.
- Shunning or unreasonably avoiding a person because the person has engaged in protected activity.

Anti-Retaliation

604.4 COMPLAINTS OF RETALIATION

Any employee who feels retaliated against in violation of this policy should promptly report the matter to any supervisor, or the City Manager or the authorized designee.

Employees shall act in good faith, not engage in unwarranted reporting of trivial or minor deviations or transgressions, and make reasonable efforts to verify facts before making any complaint in order to avoid baseless allegations. Employees shall not report or state an intention to report information or an allegation knowing it to be false or with willful or reckless disregard for the truth or falsity of the information, or otherwise act in bad faith.

Investigations are generally more effective when the identity of the reporting employee is known, thereby allowing investigators to obtain additional information from the reporting employee. However, complaints may be made anonymously. All reasonable efforts shall be made to protect the reporting employee's identity. However, confidential information may be disclosed to the extent required by law or to the degree necessary to conduct an adequate investigation and make a determination regarding a complaint. In some situations, the investigative process may not be complete unless the source of the information and a statement by the employee are part of the investigative process.

604.5 SUPERVISOR RESPONSIBILITIES

The responsibilities of supervisors include but are not limited to:

- (a) Ensuring complaints of retaliation are investigated.
- (b) Receiving all complaints in a fair and impartial manner.
- (c) Documenting the complaint and any steps taken to resolve the problem.
- (d) Acknowledging receipt of the complaint, notifying the City Manager or the authorized designee, and explaining to the employee how the complaint will be handled.
- (e) Taking appropriate and reasonable steps to mitigate any further violations of this policy.
- (f) Monitoring the work environment to ensure that any employee making a complaint is not subjected to further retaliation.
- (g) Periodic follow-up with the complainant to ensure that retaliation is not continuing.
- (h) Not interfering with or denying the right of an employee to make any complaint.
- (i) Taking reasonable steps to accommodate requests for assignment or schedule changes made by an employee who may be the target of retaliation if it would likely mitigate the potential for further violations of this policy.

604.6 COMPLAINT PROCESS

The City Manager should communicate to all supervisors the prohibition against retaliation.

Supervisors shall treat all complaints as serious matters and shall ensure that prompt actions take place, including but not limited to:

Anti-Retaliation

- (a) Communicating to all employees the prohibition against retaliation.
- (b) The timely review of complaint investigations.
- (c) Remediation of any inappropriate conduct or condition and instituting measures to eliminate or minimize the likelihood of recurrence.
- (d) The timely communication of the outcome to the complainant.

604.7 WHISTLE-BLOWING

Employees who believe they have been the subject of retaliation for engaging in protected behaviors should promptly report it to a supervisor. Supervisors should refer the complaint to the City Manager or the authorized designee for investigation.

604.8 RECORDS RETENTION AND RELEASE

The Custodian of Records shall ensure that documentation of investigations is maintained in accordance with the established records retention schedules.

604.9 TRAINING

This policy should be reviewed with each new employee.

All employees should receive periodic refresher training on the requirements of this policy.

Daily Training Bulletins

Better Policy Understanding in Just Minutes a Day

Even the best policy manual isn't effective if it's not backed by ongoing training. Yet too often, government agencies merely ask personnel to acknowledge policies; they don't train on them. To create a more robust culture of personnel and vulnerability for our organization.

Lexipol's Daily Training Bulletins use a proven system of solid, realistic, ongoing and verifiable training to help personnel learn to apply policies and improve their ability to make well-reasoned decisions. These free scenarios-based lessons provide a convenient way to enhance your staff's policy understanding. Each Daily Training Bulletin takes just a few minutes to complete and includes a test question to measure comprehension.

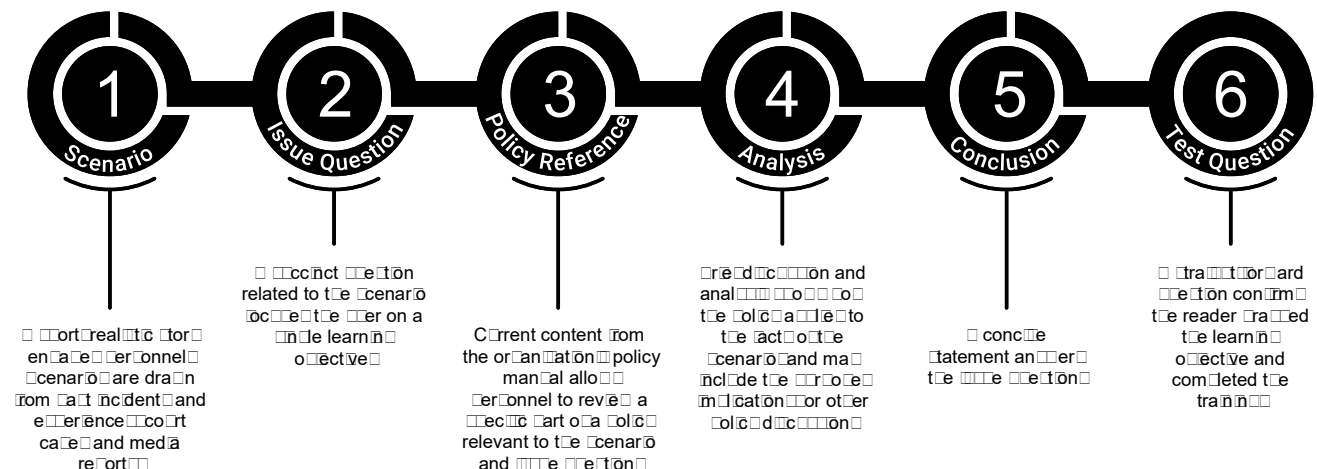
Training Designed to Protect

Lexipol's Daily Training Bulletins cover many aspects of your policy manual, with a focus on common workplace incidents – the incidents that cause the most risk to our personnel. Daily Training Bulletins are written and distributed and are new to our website content reports and court case administration to create realistic, relevant scenarios.

Each month, you'll receive a package of Daily Training Bulletins to review and share to your members. Using Lexipol's online platform, you can:

- Customize and edit the training bulletins to reflect government administration specific practice
- Determine when to assign our personnel to complete training and to manage training bulletins to assign to users
- Tailor training to specific groups are assigned to complete only the bulletins applicable to them
- Generate reports that track completion of training
- Create custom training bulletins or group bulletins into special topic training packages

Anatomy of a Daily Training Bulletin



Discriminatory Harassment - Responsibilities

Topic: Personnel

DTB Date:

SCENARIO:

On long time record department employee Gina Alexander recently left her mother Mable Alexander a well liked and very entertaining good humor and outgoing personal friend. Man were had to clear the area leaving to be a full time caregiver for her children.

Mable Alexander replacement Ann is a much older woman in a meter division. To colleagues and good at her job coworker Enrico Barrie is noticed that in employee Antonia Bell has been laid off and recently complained about Mable's comments. Man's comments are about her being "a bit retirement age" and "stealing a job from a woman person who needs it". These comments are made mostly to other employees and generally out of Mr. Barrie's mind. Mr. Barrie told Mr. Alexander to "hock up" and to "shut down a bit" several times.

One day today Mr. Barrie is in the record department and overheard Mr. Alexander say "C'mon old lady, I need to be record today. Gina is a bit boring. I wish she'd have been done yesterday and I wouldn't have to look at your sour puss face." Mr. Barrie intervened and asked Mr. Alexander to leave the room.

After Mr. Alexander leaves Mr. Barrie approaches to Mable's coworker's favor and asks her to all right. Barrie tearfully indicates that she is "fine" and asks Mr. Barrie not to say anything about the incident. Mable adds that she needs to go and she doesn't want to be around the incident and a problem.

ISSUE: Should Mr. Barrie report his observations to a supervisor?

REFER:

602.3.1 DISCRIMINATION

The City prohibits all forms of discrimination including an employment related action of an employee that adversely affects an applicant or employee and is based on the actual or perceived race, ethnicity, national origin, religion, sexual orientation, gender identity or expression, age, disability, or genetic information, veteran status, marital status, and any other classification or that protected class.

Discriminatory harassment includes verbal or physical conduct that demean or shows hostility or aversion toward an individual based upon that individual's protected class. It has the effect of interfering with an individual's work performance or creating a hostile or abusive work environment.

Conduct that may constitute discriminatory harassment can include making derogatory comments, crude and offensive statements or remarks, making jokes or off color remarks, stereotyping, creating a hostile work environment, threatening, acting in an indecent or obscene manner, cartooning, or material making inappropriate physical contact or using written material or electronic communication and/or

item to transmit or receive offensive material or statement or obstructive conduct in contrast to city policy and to a work environment that is free of discrimination

602.4 RESPONSIBILITIES

The policy applies to all employees who shall follow the intent of these guidelines in a manner that reflects city professional standards and the best interest of the City and its mission

Employees are encouraged to promptly report any discriminator, retaliator or harassment conduct or known violation of this policy to a supervisor or non-employee who is not comfortable if the reporting violation of this policy to an immediate supervisor may make the report to a peer or another supervisor or manager. Complaints may also be filed with the City Manager

Employees who believe in good faith that they have been discriminated against or harassed or subjected to retaliation or who have observed harassment, discrimination or retaliation are encouraged to promptly report such conduct in accordance with the procedures set forth in this policy

Supervisor and manager receiving information regarding alleged violation of this policy shall determine if there is any cause for the allegation and shall proceed with a resolution as stated below

.....

ANALYSIS:

Mr. Haskell's inappropriate and derogatory comments about M... and out of other reference appear to be based on M... a... comment appear to be of a harassment nature based on a classification protected class. These are demeaning and hostile toward M... and based on her age. The fact that M... appear tearful when Mr. Haskell spoke to her indicate that Mr. Haskell's conduct may be creating a hostile or abusive work environment for M...

M... reluctant to report Mr. Haskell's discriminator harassment or ever if the City is committed to maintaining a work environment that is free of all forms of discriminator harassment and Mr. Haskell reporting his observation should alert the City to Mr. Haskell's behavior so that it can be appropriately addressed

CONCLUSION:

Mr. Haskell should promptly report Mr. Haskell's treatment of M... to a supervisor

QUESTION:

Should observe discriminator harassment should only report or observation if the victim consent

ANSWERS:

- True
- False

CORRECT ANSWER:

False

- Retaliation to hire or deny a promotion
- Intending the retaliatory period
- Intended reassignment of duties or change of work schedule
- Real or implied threat or other form of intimidation to dissuade the reporting employee or the whistleblower or a confidence source reported or articulated in protected activity
- Taking unwarranted disciplinary action
- Reading or removing a copy of the person in the complaint or a copy of the alleged wrongdoing
- Intention or unreasonable avoidance of a person because the person is engaged in protected activity

ANALYSIS:

Mr. Anderson reported a workplace issue to his manager relating to a training defect. Supervisor Jones said he learned that Mr. Anderson reported the violation and he considered it to intimidate Mr. Anderson and other employees so that similar complaints are not made in the future. Supervisor Jones' proposed action would amount to retaliation against Mr. Anderson.

CONCLUSION:

Supervisor Jones should not tell other employees that the additional training is related to a complaint made by Mr. Anderson.

QUESTION:

Retaliation includes an adverse action or conduct and can include real or implied threat to dissuade the reporting employee or the whistleblower or the union or a complaint.

ANSWERS:

- True
- False

CORRECT ANSWER:

True