

# City of Rock Falls

603 W. 10<sup>th</sup> Street  
Rock Falls, IL 61071-2854

*Mayor*  
William B. Wescott  
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 10<sup>th</sup> Street, Rock Falls, IL 61071

February 2, 2021  
6:30 p.m.

**Call to Order at 6:30 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 January 19, 2021 City Council Meeting
2. Approval of bills as presented

**Ordinances 1<sup>st</sup> Reading:**

**Ordinances 2<sup>nd</sup> Reading and Adoption:**

1. Ordinance 2021-2517 – Amending Chapter 14 of the Rock Falls Municipal Code Creating the Position of Deputy Chief of Police and Removing the Position of Police Commander

**Resolutions:**

1. Resolution 2021-859 – Resolution Accepting a Grant from the Illinois Housing Development Authority's Strong Communities Program
2. Resolution 2021-860 – Resolution Authorizing Notice of Termination from Blackhawk Area Task Force Interagency Agreement

**City Administrator Robbin Blackert**

**Information/Correspondence**

James Reese, City Attorney  
Corey Buck, City Engineer

## **Alderman Reports/Committee Chairman Requests**

### **Ward 1**

Alderman Bill Wangelin

Alderman Gabriella Palmer – Finance/Insurance/Investment Committee Chairman

1. Approve Utility Office Write-Offs / October 2020-December 2020
2. Approve Engagement Letter from Sikich, LLP for the Fiscal Year 2021 Audit

### **Ward 2**

Alderman Brian Snow – Building Code Committee Chairman

Alderman Casey Babel

### **Ward 3**

Alderman Jim Schuneman – Utility Committee Chairman/Tourism Committee Chairman

Alderman Rod Kleckler – Public Works/Public Property Committee Chairman

### **Ward 4**

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

1. Approval of Chief of Police Job Description
2. Approval of Deputy Chief of Police Job Description
3. Approve request by Phil McDermott for his storage facility located at 1805 Industrial Park Road to have a fence placed beyond the building set back line to provide security for the property

### **Mayor's Report:**

1. Appoint Alderman Casey Babel as a member of the Police Fire Committee

### **Executive Session:**

1. Section 2(c)(21) – Review of Closed Session Minutes
2. Personnel – Section 2 (c)(1) – Employee hiring, firing, compensation, discipline and performance

### **Action Take from Executive Session**

### **Adjournment**

Next City Council meeting – February 16, 2021 at 6:30 p.m.

Posted: January 29, 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

January 19, 2021

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was held electronically (via Zoom) due to the COVID-19 Pandemic and Region 1 being placed into Enhanced Mitigation Measures. The meeting was called to order at 6:30 p.m. January 19, 2021 by Mayor Wescott.

Deputy City Clerk Michelle Conklin called the roll. A quorum was present including Mayor Wescott, Aldermen Palmer, Wangelin, Snow, Babel, Schuneman, Kleckler and Sobottka. Alderman Folsom being absent. In addition, Attorney Matt Cole, Attorney James Reese and City Administrator Robbin Blackert were present.

A motion was made by Alderman Snow and second by Alderman Sobottka to approve the Proclamation Proclaiming January 2021 as National Mentoring Month in the City of Rock Falls, State of Illinois.

**Vote 7 aye, motion carried.**

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

1. Approval of the Minutes of the January 5, 2021 City Council Meeting
2. Approval of bills as presented

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

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Babel to approve Ordinance 2021-2516 - Authorizing Sale/Transfer of 1999 Dodge Ram 2500 Pickup Truck to Firehouse Ministries.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Palmer and second by Alderman Wangelin to approve Resolution 2021-854 - Resolution for Improvement Under the Illinois Highway Code - E. 11<sup>th</sup> Street Bridge Replacement.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Palmer and second by Alderman Sobottka to approve Resolution 2021-855 - Resolution for Maintenance Under the Illinois Highway Code - Section 21-00000-00-GM / Motor Fuel Tax 2021 General Maintenance.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Palmer to approve Resolution 2021-856 - Awarding Contract for the Sale of Surplus Real Estate - 710 ½ Avenue A, Rock Falls, IL 61071.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Wangelin to approve Resolution 2021-857 – Awarding Contract for the Sale of Surplus Real Estate – 1015 9<sup>th</sup> Avenue, Rock Falls, IL 61071.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka to approve Resolution 2021-858 – Awarding Contract for the Sale of Surplus Real Estate – 614 3<sup>rd</sup> Avenue, Rock Falls, IL 61071.

**Vote 7 aye, motion carried.**

City Administrator Robbin Blackert informed the City Council that all of the Downstate Small Business Grant Agreements have been signed and returned to DCEO and we have not heard anything further on when we will receive payment for the Economic Support Grant.

A motion was made by Alderman Wangelin and second by Alderman Snow to approve the Maintenance Engineering to be Performed by a Consulting Engineer – Motor Fuel Tax General Maintenance – Section Number 21-00000-00-GM.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Sobottka for approval to terminate the Lawn Maintenance Contract with Arrezola Law Care and send a 60 day notice of termination of contract.

**Vote 7 aye, motion carried.**

A motion was made by Alderman Sobottka and second by Alderman Palmer for approval to hire Kyle Violet for the Electric Department Apprentice Lineman Position as of February 1, 2021.

**Vote 7 aye, motion carried.**

Mayor Wescott informed the City Council that he had received a letter of resignation from Alderman Lee Folsom to be effective January 15, 2021. Alderman Folsom is currently in his 37<sup>th</sup> year as Ward 4 Alderman, he has had the pleasure of working with 6 different Mayors and has served on just about every standing Committee that there has been over the years. Mayor Wescott thank him for his many years of service to the City and the residents of Ward 4. According to the Illinois State Statutes, the Mayor will have 60 days to appoint someone to fill the vacancy in Ward 4 which will need to occur before the April 6, 2021 Consolidated Election.

A motion was made by Alderman Sobottka and second by Alderman Schuneman to accept the resignation of Fourth Ward Alderman Lee Folsom with an effective date of January 15, 2021.

**Vote 7 aye, motion carried.**

Mayor Wescott stated that he had sent all the Alderman the information received from IML regarding the Criminal Justice Reform Bill HB3653. He wants all Alderman to be aware of what is going on with it as it will affect the City in the future.

Mayor Wescott thanked the Coloma Township Park District and the Rock Falls Tourism Department for their outstanding work on the Holiday Light Display at Centennial Park. There was an estimated 9,000 cars that drove through the park this year.

A motion was made by Alderman Sobottka and second by Alderman Wangelin to Adjourn.  
Viva Voce Vote, motion carried. (6:56 p.m.)

Michelle Conklin

Michelle Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 02/02/2021

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		1810.23
General Fund		44011.30
Employee Group Insurance		33.80
TIF-Downtown Development		28650.00
Electric		289065.14
Fiber Optic Broadband	Taxable	38771.37
Sewer		42185.32
Water		23123.09
Customer Service Center		10811.82
Drug Fund		3777.75
Tobacco Grant		74.95
Customer Utility Deposit		\$818.40
		\$483,133.17

Alderman Kleckler  
Alderman Wangelin  
Alderman Palmer

DATE: 01/21/21  
 TIME: 15:33:44  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 01/22/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	24,109.63	180.74
5032	COMCAST	3,883.94	5.57
	TOURISM		186.31
GENERAL FUND			
01	ADMINISTRATION		
1472	WARD, MURRAY, PACE & JOHNSON	74,382.80	19.50
4011	SAUK VALLEY BANK & TRUST CO.	1,053,050.80	19,299.64
4331	CIRCUIT CLERK OF LEE COUNTY	3,775.00	100.00
5015	CARD SERVICE CENTER	24,109.63	1,155.51
5032	COMCAST	3,883.94	5.57
807	SAUK VALLEY COMMUNITY COLLEGE		5,000.00
T0005001	CANDLELIGHT INN		160.00
	ADMINISTRATION		25,740.22
02	CITY ADMINISTRATOR		
5032	COMCAST	3,883.94	2.79
	CITY ADMINISTRATOR		2.79
04	BUILDING		
5015	CARD SERVICE CENTER	24,109.63	6.80
5032	COMCAST	3,883.94	11.15
	BUILDING		17.95
05	CITY CLERK'S OFFICE		
4544	UPS	203.14	5.23
5015	CARD SERVICE CENTER	24,109.63	53.50
5032	COMCAST	3,883.94	11.15
	CITY CLERK'S OFFICE		69.88

DATE: 01/21/21  
 TIME: 15:33:44  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/22/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
4572	CHARLES SCHWAB & CO INC	597,042.21	388.52
4579	CROWN EXTERMINATORS, INC	295.00	50.00
5015	CARD SERVICE CENTER	24,109.63	241.39
5032	COMCAST	3,883.94	86.29
651	NICOR	32,205.60	149.81
956	UNIFORM DEN INC	1,655.34	423.32
T0004900	FINE LINE ENGRAVING	36.00	45.00
	POLICE		1,384.33
10	STREET		
110	BONNELL INDUSTRIES, INC.	5,113.87	48.30
194	GRUMMERT'S HARDWARE - R.F.	4,754.76	88.59
2611	FISCH MOTORS INC	1,138.00	34.00
4207	O'REILLY AUTOMOTIVE INC	3,482.93	249.99
4796	VERIZON WIRELESS	12,014.01	59.00
5015	CARD SERVICE CENTER	24,109.63	245.00
5032	COMCAST	3,883.94	5.57
5141	CINTAS CORPORATION	1,076.23	54.72
55	ARAMARK UNIFORM SERVICES, INC.	7,895.63	81.56
825	ILLINOIS SECRETARY OF STATE	310.00	9.00
	STREET		875.73
12	PUBLIC PROPERTY		
5015	CARD SERVICE CENTER	24,109.63	36.00
	PUBLIC PROPERTY		36.00
13	FIRE		
4011	SAUK VALLEY BANK & TRUST CO.	1,053,050.80	1,518.75
4207	O'REILLY AUTOMOTIVE INC	3,482.93	126.48
4571	CHARLES SCHWAB & CO INC	8,591.78	388.52
5015	CARD SERVICE CENTER	24,109.63	73.60
5032	COMCAST	3,883.94	19.51
651	NICOR	32,205.60	449.44
	FIRE		2,576.30



DATE: 01/21/21  
TIME: 15:33:44  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 01/22/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TIF - DOWNTOWN REDEVELOPMENT			
19	DOWNTOWN REDEVELOPMENT		
4011	SAUK VALLEY BANK & TRUST CO.	1,053,050.80	28,650.00
	DOWNTOWN REDEVELOPMENT		28,650.00
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
1255	VERMEER SALES & SERVICE OF	1,007.03	55,000.00
1634	JULIE, INC.		696.92
194	GRUMMERT'S HARDWARE - R.F.	4,754.76	4.22
4011	SAUK VALLEY BANK & TRUST CO.	1,053,050.80	114,850.00
4215	POWER LINE SUPPLY	40,538.28	231.00
439	IMEA	2,900.00	500.00
44	AMERICAN PUBLIC POWER ASSOC.		680.40
4796	VERIZON WIRELESS	12,014.01	727.00
4938	MICHLIG ENERGY LTD	89,579.13	126.00
5008	POWER SYSTEM ENGINEERING INC	58,350.18	6,442.84
5015	CARD SERVICE CENTER	24,109.63	6.80
5032	COMCAST	3,883.94	27.85
5062	HALL'S SAFETY EQUIPMENT CORP.	228.30	104.70
5129	STUART C IRBY CO	28,982.24	131.07
5141	CINTAS CORPORATION	1,076.23	98.49
651	NICOR	32,205.60	124.73
825	ILLINOIS SECRETARY OF STATE	310.00	158.00
T0004412	PHYSICIANS IMMEDIATE CARE	361.00	186.00
T0005245	MICHAEL KOBBERMAN	140.00	270.00
T0005256	TRI-CITY ELECTRIC COMPANY	719,677.50	101,530.83
T0005410	SILENCE WHALEY		25.00
	OPERATION & MAINTENANCE		281,921.85
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
4011	SAUK VALLEY BANK & TRUST CO.	1,053,050.80	38,720.00
4796	VERIZON WIRELESS	12,014.01	51.37
	FIBER OPTIC BROADBAND/TAXABLE		38,771.37
SEWER FUND			
30	SEWER		

INVOICES DUE ON/BEFORE 01/22/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
30	SEWER		
4011	SAUK VALLEY BANK & TRUST CO.	1,053,050.80	15,550.00
	SEWER		15,550.00
38	OPERATION & MAINTENANCE		
1165	CEC OF THE SAUK VALLEY INC	13,263.05	115.00
1634	JULIE, INC.		696.93
194	GRUMMERT'S HARDWARE - R.F.	4,754.76	26.81
200	COM ED	1,358.22	140.44
34	ALTORFER INC.	828,083.96	99.24
4383	GRAINGER		170.10
4684	SCHMITT PLUMBING & HEATING INC	23,324.25	13,774.00
4796	VERIZON WIRELESS	12,014.01	163.06
5032	COMCAST	3,883.94	19.51
5141	CINTAS CORPORATION	1,076.23	34.05
631	MURRAY & SONS EXCAVATING, INC	197,566.30	8,020.00
	OPERATION & MAINTENANCE		23,259.14
WATER FUND			
40	WATER		
4011	SAUK VALLEY BANK & TRUST CO.	1,053,050.80	17,050.00
	WATER		17,050.00
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	2,171.27	43.46
1634	JULIE, INC.		696.93
194	GRUMMERT'S HARDWARE - R.F.	4,754.76	37.78
2611	FISCH MOTORS INC	1,138.00	35.00
2718	TOM ROWZEE	170.00	630.64
4207	O'REILLY AUTOMOTIVE INC	3,482.93	44.45
4361	FERGUSON WATERWORKS #2516	71,686.93	38.45
4796	VERIZON WIRELESS	12,014.01	38.01
5015	CARD SERVICE CENTER	24,109.63	-3.20
5032	COMCAST	3,883.94	13.93
5141	CINTAS CORPORATION	1,076.23	25.50
55	ARAMARK UNIFORM SERVICES, INC.	7,895.63	97.86
	OPERATION & MAINTENANCE		1,698.81

DATE: 01/21/21  
TIME: 15:33:44  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 01/22/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
4081	CIVIC SYSTEMS, LLP	8,849.00	8,940.00
5032	COMCAST	3,883.94	19.51
	CUSTOMER SERVICE CENTER		8,959.51
DRUG FUND			
56	DRUG ABUSE		
956	UNIFORM DEN INC	1,655.34	3,777.75
	DRUG ABUSE		3,777.75
TOBACCO GRANT			
58	TOBACCO		
5015	CARD SERVICE CENTER	24,109.63	74.95
	TOBACCO		74.95
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
4620	TRI-COUNTY OPP COUNCIL	464.22	80.15
T0003219	DEBRA SCHMICK		50.00
T0005408	KRISTOPHER GARAPOLO		277.35
T0005411	BRENDA FORBES		50.00
T0005413	STEPHEN ANDERSON		50.00
T0005414	PAMELA DAVIS		50.00
T0005415	ETHOS DEVELOPMENT		50.00
T0005416	DANIEL HUGUNIN		50.00
T0005417	CHRISTOPHER THIBADO		50.00
T0005418	KAREN WETZELL		50.00
	CUSTOMER UTILITY DEPOSITS		757.50
	TOTAL ALL DEPARTMENTS		451,360.39

DATE: 01/28/21  
TIME: 08:59:48  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/29/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
200	COM ED	1,498.66	22.07
2528	LAMAR ADVERTISING COMPANY	13,815.00	1,535.00
5178	COMCAST BUSINESS	6,562.05	19.46
795	SBM BUSINESS EQUIPMENT CENTER	9,140.44	47.39
	TOURISM		1,623.92
GENERAL FUND			
01	ADMINISTRATION		
2985	WALMART COMMUNITY/SYNCB	3,745.31	23.29
4310	PITNEY BOWES	3,025.50	1,008.50
4331	CIRCUIT CLERK OF LEE COUNTY	3,875.00	50.00
5178	COMCAST BUSINESS	6,562.05	19.46
	ADMINISTRATION		1,101.25
02	CITY ADMINISTRATOR		
5178	COMCAST BUSINESS	6,562.05	19.46
	CITY ADMINISTRATOR		19.46
04	BUILDING		
2985	WALMART COMMUNITY/SYNCB	3,745.31	33.79
5178	COMCAST BUSINESS	6,562.05	38.96
795	SBM BUSINESS EQUIPMENT CENTER	9,140.44	122.66
	BUILDING		195.41
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	6,562.05	38.94
	CITY CLERK'S OFFICE		38.94
06	POLICE		

DATE: 01/28/21  
 TIME: 08:59:48  
 ID: AP443000.WOW

CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/29/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
1519	NOTARY PUBLIC ASSOC. OF IL		108.00
4692	PANTHER UNIFORMS, INC.	2,626.00	2,319.55
4796	VERIZON WIRELESS	13,052.45	284.32
5032	COMCAST	4,112.34	6.33
5038	ULINE		162.61
5178	COMCAST BUSINESS	6,562.05	77.83
5208	KALEEL'S	572.00	172.00
628	MUNICIPAL ELECTRONICS DIV LLC		560.00
795	SBM BUSINESS EQUIPMENT CENTER	9,140.44	365.09
	POLICE		4,055.73
10	STREET		
2771	WINDSTREAM	3,411.03	408.06
2985	WALMART COMMUNITY/SYNCB	3,745.31	57.12
5178	COMCAST BUSINESS	6,562.05	19.46
	STREET		484.64
12	PUBLIC PROPERTY		
423	AT&T	7,520.32	668.99
	PUBLIC PROPERTY		668.99
13	FIRE		
2802	KELLY P. REYNOLDS & ASSOC, INC	6,500.00	75.00
2985	WALMART COMMUNITY/SYNCB	3,745.31	64.32
4651	MOST PLUMBING & MECHANICAL LLC	9,323.09	6,331.00
4688	NORTHERN ILLINOIS HOME		32.00
4796	VERIZON WIRELESS	13,052.45	167.98
5032	COMCAST	4,112.34	15.00
5178	COMCAST BUSINESS	6,562.05	58.38
	FIRE		6,743.68
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		

DATE: 01/28/21  
TIME: 08:59:48  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 01/29/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	364.24	33.80
	EMPLOYEE GROUP INS		33.80
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	4,912.16	135.32
4207	O'REILLY AUTOMOTIVE INC	3,903.85	9.98
4528	MODERN SHOE SHOP	3,205.34	179.99
4544	UPS	208.37	9.42
4730	FLETCHER-REINHARDT CO	12,865.49	238.50
5142	HEPLER BROOM LLC	9,777.70	1,627.50
5178	COMCAST BUSINESS	6,562.05	38.96
5210	RITZ SAFETY LLC	12,493.32	1,756.05
5299	GREAT WESTERN SUPPLY CO	1,285.38	142.57
5310	GROUND SPECIALTIES INC		3,005.00
	OPERATION & MAINTENANCE		7,143.29
SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	4,912.16	8.06
200	COM ED	1,498.66	39.53
2517	WM CORPORATE SERVICES, INC	12,556.69	524.31
2656	RIVER CITY FENCING, INC.		2,100.00
4796	VERIZON WIRELESS	13,052.45	76.02
482	JOHNSON OIL CO	2,923.58	608.80
5178	COMCAST BUSINESS	6,562.05	19.46
	OPERATION & MAINTENANCE		3,376.18
WATER FUND			
40	WATER		
4361	FERGUSON WATERWORKS #2516	71,725.38	332.96
	WATER		332.96

DATE: 01/28/21  
TIME: 08:59:48  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 01/29/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
1740	VIKING CHEMICAL CO	10,086.00	156.00
2985	WALMART COMMUNITY/SYNCB	3,745.31	21.91
3107	CULVER'S		50.17
4141	JEFF BEHRENS EXCAVATING	9,195.00	3,300.00
4528	MODERN SHOE SHOP	3,205.34	224.49
4707	KIMBALL MIDWEST	1,982.58	57.40
4796	VERIZON WIRELESS	13,052.45	114.03
5178	COMCAST BUSINESS	6,562.05	19.46
55	ARAMARK UNIFORM SERVICES, INC.	8,075.05	97.86
	OPERATION & MAINTENANCE		4,041.32
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
2688	STAPLES CREDIT PLAN	1,084.38	26.55
5178	COMCAST BUSINESS	6,562.05	38.96
771	PINNEY PRINTING CO	11,993.81	1,786.80
	CUSTOMER SERVICE CENTER		1,852.31
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0005419	SUN TRUST MORTGAGE INC		60.90
	CUSTOMER UTILITY DEPOSITS		60.90
	TOTAL ALL DEPARTMENTS		31,772.78

CITY OF ROCK FALLS

---

ORDINANCE NO. 2021-2517

**ORDINANCE AMENDING CHAPTER 14  
OF THE ROCK FALLS CITY CODE  
CREATING THE POSITION OF DEPUTY CHIEF OF POLICE  
AND REMOVING THE POSITION OF POLICE COMMANDER**

---

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. \_\_\_\_\_**

**ORDINANCE AMENDING CHAPTER 14  
OF THE ROCK FALLS CITY CODE  
CREATING THE POSITION OF DEPUTY CHIEF OF POLICE  
AND REMOVING THE POSITION OF POLICE COMMANDER**

**WHEREAS**, Section 10-2.1-4 of the Illinois Municipal Code (65 ILCS 5/1-1.1 et. seq.) authorizes the corporate authorities of any non-home rule municipality of 130,000 or fewer inhabitants to establish, by ordinance, a position of deputy chief of police which shall be appointed by the chief of police; and

**WHEREAS**, Section 10-2.1-4 of the Illinois Municipal Code further states that any such ordinance shall provide for no more than one (1) deputy chief position if the police department has fewer than twenty-five (25) full-time police officers; and

**WHEREAS**, the City of Rock Falls (the “City”) is a non-home rule municipality consisting of less than 130,000 inhabitants and currently employs through its police department (the “Police Department”) less than twenty-five (25) full-time police officers; and

**WHEREAS**, the Mayor and City Council (collectively, the “Corporate Authorities”) have discussed and considered the needs of the City with respect to sworn positions within the Police Department, including that of a deputy chief; and

**WHEREAS**, the Corporate Authorities further acknowledge that establishment of the position of deputy chief will, as a matter of course, abrogate the duties of the City’s previously established positions of police commander; and

**WHEREAS**, in connection therewith, the Corporate Authorities of the City have determined it in the best interests of the City and its residents to abolish the position of police commander within the Police Department and establish the position of deputy chief in lieu thereof, 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 City hereby finds that all of the recitals contained in the preambles to this Ordinance are true and correct and does incorporate them into this Ordinance by this reference.

**SECTION 2:** Chapter 14, Article II, Section 14-19 of the Rock Falls Municipal Code, as amended, is hereby further amended to now read as follows:

**“Sec. 14-19. – Created; composition.**

There is created an executive department of the city to be known as the police service, which department shall be under the supervision of the mayor of the city and any duly appointed city administrator and shall consist of the following:

- (1) Chief;
- (2) Deputy chief;
- (3) Police sergeants (not to exceed 5);
- (4) Police officers (number to be determined by resolution of council from time to time);
- (5) Desk personnel (number to be determined by resolution of council from time to time);
- (6) Community service officer (as deemed necessary).”

**SECTION 3:** Chapter 14, Article II, Section 14-20 of the Rock Falls Municipal Code, as amended, is hereby further amended to read as follows:

**“Sec. 14-20. – Members appointed by mayor.**

The chief of the police department and any non-sworn desk personnel shall be appointed by the mayor with the advice and consent of the council. The chief of police shall be authorized to appoint a deputy chief of police with such position subject to such terms and conditions of employment as may be determined by the city from time to time.

**SECTION 4:** In all other respects, Chapter 14, Article II of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

**SECTION 5:** 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 6:** The City Clerk is directed to publish this Ordinance in pamphlet form.

**SECTION 7:** This Ordinance shall be in full force and effect beginning on May 1, 2021, after its passage and approval and publication as required by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

AYE

NAY

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

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

RESOLUTION 2021-859

A RESOLUTION ACCEPTING A GRANT FROM THE ILLINOIS HOUSING  
DEVELOPMENT AUTHORITY'S STRONG COMMUNITITES PROGRAM

**WHEREAS**, the City of Rock Falls (the "Recipient") has been awarded a grant (the "Grant") from the Illinois Housing Development Authority (the "Authority") program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time.

**THEREFORE BE IT RESOLVED**, that the Recipient shall enter into the Funding Agreement (the "Agreement") with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed One Hundred Forty-Six Thousand Eight Hundred and No/100 Dollars (\$146,800.00), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient's area, all in accordance with the terms and conditions set forth in the Agreement.

**FURTHER RESOVED**, that the Mayor of the Recipient and the City Clerk/Assistant Clerk of the Recipient (the "Signatories") are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

**FURTHER RESOLVED**, that the Signatories are hereby authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

**FUTHER RESOLVED**, that the Recipient hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

Passed by the City Rock Falls, City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
William B. Wescott, Mayor

ATTEST:

\_\_\_\_\_  
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

---

RESOLUTION NO. 2021-860

**RESOLUTION AUTHORIZING NOTICE OF TERMINATION  
FROM BLACKHAWK AREA TASK FORCE INTERAGENCY AGREEMENT**

---

ADOPTED BY THE  
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, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

---

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING NOTICE OF TERMINATION  
FROM BLACKHAWK AREA TASK FORCE INTERAGENCY AGREEMENT**

**WHEREAS**, the City of Rock Falls (the “City”), by and through its Police Department (the “Department”), is a party to that certain Blackhawk Area Task Force Interagency Agreement (the “Agreement”) which Agreement provides for, among other things, the creation of a multi-jurisdictional task force (“BATF”) consisting of police departments in both Iowa and Illinois; and

**WHEREAS**, BATF is tasked with the coordination of preventing illegal drug trafficking and the use and distribution of controlled substances between the jurisdictions of those police departments which are a party to the Agreement; and

**WHEREAS**, the Agreement allows any party to terminate its participation in BATF upon thirty (30) days written notice; and

**WHEREAS**, the Police-Fire Committee of the City has recommended the termination of the Department’s participation in BATF; and

**WHEREAS**, the Mayor and City Council (collectively, the “Corporate Authorities”) have considered the Agreement and have determined it to be in the best interests of the City and its residents to adopt the recommendation of the Police-Fire Committee and to further authorize the City’s Police Chief to submit written notice of the Department’s intent to terminate its participation in the Agreement.

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

**SECTION 1:** The recitals in the preambles to this Resolution are declared to be true and accurate and are incorporated into this Section 1 as if more fully set forth herein.

**SECTION 2:** The City Police Chief is hereby authorized and directed to provide written notice of the Department’s intent to terminate its participation in the Agreement, said termination to be effective thirty (30) days following the date of such notice.

**SECTION 3:** The Police Chief is hereby further authorized to execute and attest such other documents as may be necessary to effectuate the intent of this Resolution as herein authorized.

**SECTION 4:** If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Resolution.

**SECTION 5:** All Resolutions, resolutions, motions, or parts thereof in conflict herewith and the same are hereby repealed.

**SECTION 6:** This Resolution shall be in full force and effect from and after its passage, adoption and approval in the manner provided by law.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

AYE

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

NAY

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

\_\_\_\_\_, 2021

Illinois State Police                      Whiteside County Sheriff's Department  
Dixon Police Department              Sterling Police Department  
Kewanee Police Department          Clinton, Iowa Police Department  
Iowa Division of Narcotics Enforcement

Re:    BATF Interagency Agreement – Notice of Termination

To Whom It May Concern:

On \_\_\_\_\_, 2021, the City Council of the City of Rock Falls adopted a resolution authorizing the termination of the Rock Falls Police Department's participation in the Blackhawk Area Task Force Interagency Agreement (the "Agreement").

Pursuant to Section 11 of the Agreement, the Rock Falls Police Department hereby gives notice of its intent to terminate and withdraw from participation in the Agreement, to be effective thirty (30) days from the date of this letter.

If you should have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

\_\_\_\_\_  
David L. Pilgrim, Chief of Police  
City of Rock Falls



WRITE OFFS OCTOBER 2020 - DECEMBER 2020

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
<b><u>BANKRUPTCY</u></b>													
EILERS, JORDYN	8-00130-03	692.17	211.20	5.42	272.36	8.40	154.96	4.67	28.26	0.85	3.89	2.16	692.17
<b><u>TOTAL</u></b>		<b>692.17</b>	<b>211.20</b>	<b>5.42</b>	<b>272.36</b>	<b>8.40</b>	<b>154.96</b>	<b>4.67</b>	<b>28.26</b>	<b>0.85</b>	<b>3.89</b>	<b>2.16</b>	<b>692.17</b>
<b><u>DECEASED</u></b>													
COLLINS, GLENDA	27-00620-03	58.68	57.95								0.73		58.68
DANREITER, CHARLES	18-00060-00	689.48	421.85		184.41		75.63				7.59		689.48
MEYER, ROY	17-00270-00	27.58	27.14								0.44		27.58
WHELCHER, CORA	9-01020-04	390.74	150.43		138.22		66.52		33.06		2.51		390.74
WICKERSHAM, JOANNE	18-00050-11	389.30	224.87		113.84		46.67				3.92		389.30
<b><u>TOTAL</u></b>		<b>1,555.78</b>	<b>882.24</b>	<b>0.00</b>	<b>436.47</b>	<b>0.00</b>	<b>188.82</b>	<b>0.00</b>	<b>33.06</b>	<b>0.00</b>	<b>15.19</b>	<b>0.00</b>	<b>1,555.78</b>
<b><u>SPECIAL CIRCUMSTANCE</u></b>													
REVERSE MORTGAGE	14-01230-02	242.96	0.39		188.57		53.99				0.01		242.96
SUNTRUST BANK	23-01430-11	28.76			22.36		6.40						28.76
<b><u>TOTAL</u></b>		<b>271.72</b>	<b>0.39</b>	<b>0.00</b>	<b>210.93</b>	<b>0.00</b>	<b>60.39</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.01</b>	<b>0.00</b>	<b>271.72</b>
<b><u>AGED OUT</u></b>													
BEIGHTLER, SHAWNIA	16-00580-18	860.96	545.41	29.64	177.27	6.39	86.07	2.66			13.52		860.96
BRILL, LAURA	11-00870-23	433.77	200.50	15.85	112.95	6.22	60.37	3.30	28.26	1.34	4.98		433.77
CASTANEDA, RAUL	27-01630-04	509.85	186.85	10.37	165.18	7.43	96.47	4.05	33.56	1.51	4.43		509.85
CONKEY, JOSHUA	25-00950-08	283.01	118.25	2.67	87.03	2.29	45.23	1.01	23.02	0.67	2.84		283.01
DALE JR, LARRY	44-00140-11	225.60	100.16	4.50	64.17	2.64	26.26	0.82	23.69	1.04	2.32		225.60
FARGHER, FAITH	6-01300-21	253.24	106.42	3.42	77.02	2.23	36.39	0.90	23.77	0.71	2.38		253.24
HUGHES, NIKKI	9-00930-13	215.53	86.32	11.92	78.67	3.55	32.19	1.04			1.84		215.53
LOERA, MONICA	28-00860-12	107.68	65.39	0.12	28.30	0.06	12.18	0.03			1.60		107.68
MITCHELL, ANTONIO	29-00920-03	198.15	180.93	12.77							4.45		198.15
POP GRAPHICS	33-00760-04	480.46	446.34	24.93							9.19		480.46
ROSS, MICHAEL	44-00870-05	36.72	14.44		12.33		5.06		4.55		0.34		36.72
SHIPMAN, AMBER	24-00260-16	400.10	185.56	7.63	110.06	3.91	50.21	1.22	35.69	1.53	4.29		400.10
WEST, KALI	43-01440-07	141.04	68.93	2.42	45.75	1.71	19.90	0.75			1.58		141.04
WILLIAMS, DAVEENA	23-00420-09	82.21	35.13	2.80	23.09	1.34	10.66	0.42	7.38	0.53	0.86		82.21
WILLIAMS, LEWIS	11-01710-25	112.22	30.92	3.43	41.06	2.49	16.80	0.77	15.15	0.98	0.62		112.22
WILLIAMSON, ARIEL	20-00760-13	135.17	83.13	3.18	31.69	1.60	12.96	0.58			2.03		135.17

WRITE OFFS OCTOBER 2020 - DECEMBER 2020

<u>NAME</u>	<u>ACCOUNT#</u>	<u>AMOUNT</u>	<u>ELE</u>	<u>ELE PEN</u>	<u>SEWER</u>	<u>SEW PEN</u>	<u>WATER</u>	<u>WAT PEN</u>	<u>GARBAGE</u>	<u>GAR PEN</u>	<u>TAX</u>	<u>UR LITE</u>	<u>TOTAL</u>
WOODRUFF, STEVEN	7-00520-11	302.26	131.80	5.04	88.33	2.80	43.14	1.30	25.97	0.75	3.13		302.26
ZIGLER, RYAN	7-00410-17	99.39	50.40	1.53	30.01	2.36	12.29	0.94			1.86		99.39
<b><u>TOTAL</u></b>		<b>4,877.36</b>	<b>2,636.88</b>	<b>142.22</b>	<b>1,172.91</b>	<b>47.02</b>	<b>566.18</b>	<b>19.79</b>	<b>221.04</b>	<b>9.06</b>	<b>62.26</b>	<b>0.00</b>	<b>4,877.36</b>
<b><u>GRAND TOTAL</u></b>		<b>7,397.03</b>	<b>3,730.71</b>	<b>147.64</b>	<b>2,092.67</b>	<b>55.42</b>	<b>970.35</b>	<b>24.46</b>	<b>282.36</b>	<b>9.91</b>	<b>81.35</b>	<b>2.16</b>	<b>7,397.03</b>

January 22, 2021

The Honorable Mayor  
Members of the City Council  
C/O Ms. Robbin Blackert  
City Administrator  
City of Rock Falls  
603 West 10th Street  
Rock Falls, Illinois 61071

Dear Ms. Blackert:

This engagement letter (the "Agreement"), effective as of January 22, 2021, between Sikich LLP, an Illinois limited liability partnership, ("Sikich," "we," "us" or "our") and City of Rock Falls (the "Client," "you" or "your") sets forth the mutual agreements of the parties regarding the audit of the Client's basic financial statements for the year ended April 30, 2021 (the "Services").

The Services will include an audit of the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information and the related notes to the financial statements, which collectively comprise the basic financial statements of the Client as of and for the year ended April 30, 2021.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement the Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our Services, we will apply certain limited procedures to the Client's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual, for the General Fund and any major special revenue funds.
3. Schedule of Changes in the Employer's Total OPEB Liability and Related Ratios for the Other Postemployment Benefit Plan
4. Schedule of Changes in the Employer's Net Pension Liability and Related Ratios for the Illinois Municipal Retirement Fund, Police Pension Fund, and Firefighters' Pension Fund.
5. Schedule of Employer Contributions for the Illinois Municipal Retirement Fund, Police Pension Fund and Firefighters' Pension Fund.
6. Schedule of Investment Returns for the Police and Firefighter's Pension Funds.
7. Notes to Required Supplementary Information.

We have also been engaged to report on supplementary information other than RSI that accompanies the Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used

to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Combining and Individual Fund Statements and Schedules
2. Supplemental Information
3. Consolidated Year End Financial Report (CYEFR)

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditor's report will not provide an opinion or any assurance on that other information.

1. Statistical Section

#### AUDIT OBJECTIVE

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. If required, the objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements.

If required, the *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the Client's internal control or on compliance and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. If required, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and if required, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that

unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the Agreement.

### **AUDIT PROCEDURES - GENERAL**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and, if required, Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. If required, we will include such matters in the reports required for a Single Audit.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal awards programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

## **AUDIT PROCEDURES - INTERNAL CONTROL**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and if required, Government Auditing Standards and the Uniform Guidance.

## **AUDIT PROCEDURES - COMPLIANCE**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Client's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures, if required, will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Client's major programs. The purpose of these procedures will be to express an opinion on the Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

## **EXAMINATION OF MANAGEMENT'S ASSERTION OF COMPLIANCE**

We will also examine management's assertion that the Client complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) (the ITIRAA) during the year ended April 30, 2021. The objectives of our examination are to (1) obtain reasonable assurance about whether management's assertion is free from material misstatement based on the ITIRAA. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. We cannot provide assurance that an

unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination, or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this Agreement.

Because of inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. Our report will be intended solely for the information and use of the Mayor, the City Council, management of the Village, the Illinois State Comptroller's Office and the joint review boards and is not intended to be and should not be used by anyone other than these specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether management's assertion of compliance is free from material misstatement, based on the ITIRAA. Our Services will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors; known and suspected fraud; internal control deficiencies or noncompliance with laws or regulations that may exist.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information.

Management of the Client is responsible for its assertion and for its compliance with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter (2) additional information that we may request for the purpose of the examination, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the examination engagement, you agree to provide us with certain written representations in the form of a representation letter which can be included with the representations made in relation to the audit of the financial statements.

## **OTHER SERVICES**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Client in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These and other nonaudit Services provided do not constitute an audit under *Government Auditing Standards* and such Services will not be conducted in accordance with *Government Auditing Standards*.

Other nonaudit Services expected to be performed during our audit of the financial statements as of and for the year ended April 30, 2021 and other deliverables are as follows:

1. Prepare twenty (20) bound copies, one (1) unbound copy, and an electronic copy (.pdf) of the annual financial report (AFR) of the City (Management's Discussion and Analysis and certain statistical data to be provided by City).
2. Prepare twelve (12) copies and an electronic copy (.pdf) of the management letter.
3. Prepare one hard copy and an electronic copy (.pdf) and electronic filing of the Illinois Comptroller Annual Financial Report.
4. Prepare five (5) copies and an electronic copy (.pdf) of the report on compliance with provisions of 65 ILCS 5/11-74 of the Illinois Tax Increment Redevelopment Allocation Act.
5. Prepare twenty (20) bound copies and an electronic copy of the Single Audit Report, if applicable.

## **MANAGEMENT RESPONSIBILITIES**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over compliance and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met, following laws and regulations, and ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for ensuring that management and financial information is reliable and properly reported. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements and grants. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance, if required. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance



with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objective section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and any other non-audit Services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit Services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those Services; and accept responsibility for them.

#### **ENGAGEMENT ADMINISTRATION, FEES AND OTHER**

In accordance with professional standards, any discussions during the period of the Agreement between any individual representing the Client and a member of the Sikich engagement team regarding potential employment or association with the Client creates an impairment of independence for the Sikich employee and possibly Sikich. Such a situation could require us to temporarily or permanently remove that person from your engagement or to perform additional procedures or re-perform procedures, which would increase our fees. Should we not become aware of the impairment until after the conclusion of the provision of Services, Sikich's independence would be deemed to have been impaired. Please inform appropriate Client

personnel to refrain from any such discussions with any Sikich staff while the engagement is ongoing and notify Anthony M. Cervini immediately if you or anyone else at the Client becomes aware that any such discussions may have occurred.

In the event that you desire to hire a member of the Sikich staff within one year of the completion of this Agreement, a recruiting fee will be assessed at 30% of the first year salary per hire and paid to Sikich upon our notification of such hiring.

We may from time-to-time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers engaged by us.

Client hereby explicitly acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client, and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. Client further agrees that, subject to applicable law, Sikich shall only be liable for such unauthorized disclosure or use if it has been finally judicially determined by a court of competent jurisdiction that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure or use.

The assistance to be supplied by Client personnel is described in the workpaper request lists for preliminary (interim) and final fieldwork, which outline the specific schedules and information we are requesting for this Agreement. The workpaper request list will be discussed with and coordinated with Robbin Blackert, City Administrator. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report. This Agreement assumes that all records, documentation and information we requested in connection with our audit (and outlined in the workpaper request lists) are complete and available at the beginning of the respective phases of the engagement. It also assumes that key personnel are available to us during the duration of the audit. The accuracy of these assumptions will allow us to conduct our audit without any delays or inefficiencies for the fee noted in this Agreement. If the assumptions are not accurate and you fail to provide the records, documentation, information and key personnel required, there may be additional fees to cover our cost for the delays and possible rescheduling of the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We understand that your employees will prepare all cash, accounts receivable and other confirmations we request and will locate any documents selected by us for testing.

You may request that we perform additional services not contemplated by this Agreement. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this Agreement. Notwithstanding the foregoing, this Agreement will not include any services related to the Affordable Care Act or consideration of taxable fringe benefits including those

impacted by Affordable Care Act; in all circumstances, services related to the Affordable Care Act and other taxable fringe benefit reporting will be the subject of a separate engagement letter and will be billable under a separate hourly rate structure than the Services provided hereunder.

At the conclusion of the engagement, if required, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Client; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our report are to be made available for public inspection.

The audit and examination documentation for this Agreement is the property of Sikich and constitutes confidential information. However, subject to applicable laws and regulations, audit and examination documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Sikich personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry (other than that mentioned in the previous paragraph) or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. In such event you agree to compensate us for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

The audit and examination documentation for this Agreement will be retained for a minimum of seven years after the report release date or for any additional period requested by the cognizant or oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation. Sikich does not keep any original client records so we will return those to you at the completion of the Services rendered under this Agreement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

Final reports will be issued upon your approval of the preliminary drafts. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service. Anthony M. Cervini is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will not exceed \$43,055 for the City, \$2,265 for the TIF compliance examination and \$3,810 for the single audit (if required), which includes out-of-pocket costs such as report reproduction, postage, etc. This fee is based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Services will be invoiced to you from time to time as work progresses. In accordance with Illinois Compiled Statutes, payments for all services are due within sixty days of receipt of an invoice. Invoices not paid within sixty days are subject to finance charges of 1% per month (12% annually).

We reserve the right to suspend or terminate Services for reasonable cause, such as failure to pay our invoices on a timely basis or failure to provide the information or cooperation necessary for successful performance of the Services. Our Services will be deemed to be completed upon written notification of termination, even if we have not completed our report. In such event you agree to compensate us for the time expended to that point and to reimburse us for all out-of-pocket expenditures through the date of termination.

You hereby agree to indemnify and hold harmless Sikich and its partners, directors, employees, agents or subcontractors against all costs, expenses, losses, judgments, damages and liabilities (including reasonable attorneys' fees and expenses) associated with any third party claim, threat or proceeding relating to the performance of the Services by Sikich under this Agreement, other than as determined through mediation to have been caused by our own gross negligence or willful misconduct.

You agree that our maximum liability to you for any matters related to this Agreement and the provision of the Services, whether a claim be in tort, contract or otherwise, will be limited to the total amount of fees we receive from you under this Agreement for the Services provided under this Agreement giving rise to the liability, except to the extent determined to result from our gross negligence or willful misconduct. You agree that this limitation applies to any and all liability or causes of action against us, however alleged or arising, unless otherwise prohibited by law or professional standards. Additionally, our liability as accountants shall be limited to the period covered by our review and shall not extend to later periods for which we are not engaged as accountants or prior periods before we were engaged as accountants. You acknowledge and agree that in no event will Sikich be liable to you or any third party for any special, consequential, exemplary, incidental indirect, lost profit, punitive or similar damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "**Sikich Affiliates**") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

If any dispute, controversy or claim arises in connection with the performance or breach of the Agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Mediation Rules of the American Arbitration Association. Both parties will exert their commercially reasonable best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy. Each party may disclose any facts to the other party or the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation or proceeding against the disclosing party. Except as agreed by both parties in writing, the mediator will keep confidential all information disclosed during negotiations. The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be

responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. SIKICH AND CLIENT KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH PURSUANT TO, OR THE PERFORMANCE BY SIKICH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.

If either party hereto desires to terminate its relationship with the other or the engagement, it may do so at any time for any reason by giving written notice to the other party. In such event, Sikich will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs. It is understood and agreed that Sikich will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for Client, and neither Sikich nor Client will have any authority to bind the other party to any contract or in any other manner. Sikich and Client do not intend to create a joint Client relationship, and Sikich and Client each represent that it is the sole employer of its employees. Sikich shall not and does not have the right to control Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating Client's employees.

Client represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control (OFAC): (a) Client does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) Client does not have any operations in any comprehensive OFAC sanctioned country (Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) Client does not have any operations in any limited OFAC sanctioned country program; or (d) Client does not remit payment for Sikich's fees and expenses from an OFAC sanctioned country.

Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

All notices given under or pursuant to this Agreement will be sent by national courier, Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to Client or Sikich at the following address:

If to Sikich:  
Sikich LLP  
1415 W. Diehl Road, Suite 400  
Naperville, IL 60563  
Attention: Anthony M. Cervini

With a copy to:

Sikich LLP  
1415 W. Diehl Road, Suite 400  
Naperville, IL 60563  
Attention: Office of General Counsel

If to Client:  
City of Rock Falls  
603 West 10th Street  
Rock Falls, Illinois 61071  
Attention: Ms. Robbin Blackert

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.

## **MISCELLANEOUS**

Entire Agreement: This Agreement constitutes the entire agreement between Sikich and Client, regarding the terms of this Agreement. In the event Client requires Sikich to execute a purchase order or other Client documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid and binding agreement of each such party, enforceable in accordance with its terms.

Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

**ACCEPTANCE**

You acknowledge having read this Agreement in its entirety, have had full opportunity to consider its terms in consultation with your attorney, have had full and satisfactory explanation of the same and fully understand and agree to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices, indicating your authorization for us to proceed on the above terms and conditions.

We appreciate the opportunity to be of service to you and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know.

Very truly yours,



By: Anthony M. Cervini, CPA, CFE  
Partner-in-Charge, Government Services  
On behalf of Sikich LLP

Acknowledged:

City of Rock Falls.

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

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

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

## I. Chief of Police

### Position Summary:

The Chief of Police is charged with the management administration, and general supervision of the Police Department of the City of Rock Falls. To this end, he/she shall be held strictly responsible for the general good order of the Department and attaining/retaining maximum efficiency and effectiveness from the personnel, equipment and facilities assigned to him/her.

### **DUTIES/TASKS:**

- Assume full management responsibility for all department services and activities including law enforcement, crime prevention and crime suppression programs; recommend and administer policies and procedures.
- Preserve the public peace and enforce the Laws of Illinois and City of Rock Falls. Whenever any violation thereof shall come to his/her attention, he/she, or his/her designated agent, shall cause the requisite complaint to be made and procure the evidence for the successful prosecution of the perpetrators.
- Manage the development and implementation of departmental goals, objectives, policies and priorities for each assigned service area in accordance with City Council guidelines
- Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Plan, direct and coordinate, through subordinate level staff, the Police Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
- Manage record and disburse the payment of bills and receipts in accordance with department guidelines and the policies and procedures of the City of Rock Falls.
- Assess and monitor work load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Direct and assist with the investigation of major crimes, accidents or other unusual incidents.
- Select, train, motivate and evaluate law enforcement personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Oversee and participate in the development and administration of the department budget in accordance with City Council guidelines; suggest level of funds needed for staffing, equipment, materials and supplies; approve expenditures and recommend budgetary adjustments to City Administrator that will go to the Finance Committee as appropriate and necessary.
- Maintain inventory control of all necessary supplies needed for operation of department
- Explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues.



- Represent the Police Department to other departments, elected officials, media and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.
- Provide staff assistance to the Mayor, City Council, Police Fire Commission, City Clerk and City Administrator; participate on a variety of boards, commissions and committees; prepare and present staff reports and other necessary correspondence.
- Maintain accurate records on all police investigations and prepare a yearly report on all police activities for the preceding year and present report to the Mayor and City Council at a regular City Council meeting.
- Attend and participate in professional group meetings; stay abreast of new trends and innovations in the field of law enforcement.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints.
- Keep the Mayor and City Administrator informed of any emergency, extraordinary action taken, or necessary deviation from established City Policy or Procedure.
- Provide assistance to neighboring governments per mutual aid agreements
- Attend all regular meetings of the City Council or designate a representative of the police service to serve in this capacity when unavailable.
- Cause the city attorney to be informed of any suits instituted by him, or through his department, wherein the interests of the city may require the presence of the city attorney at the trial thereof.
- Report promptly in writing to the Mayor and the Board of Police and Fire Commissioners any member of the police service who is guilty of drunkenness, neglect of duty, disobedience of orders, violation of the standing rules and regulations of the police service or other conduct unbecoming an employee.
- Research and work with City staff to submit Grants that improve any facet of the Department
- Testify in court and/or legislative committees as necessary and appropriate.
- Perform other duties as assigned.

**LEVEL OF SUPERVISION:**

Position has high amount of responsibility with a variable amount of complexity to work, and is directly supervised by the City Administrator. Position is expected to work with the City Administrator on a day-to-day basis to ensure integration with other City departments.

**KNOWLEDGE OF:**

- Microsoft Windows Operating System
- Microsoft Office application suite, which includes Excel, Word and Outlook.
- Knowledge of federal, state, and municipal criminal and traffic laws
- Operations, services and activities of a comprehensive municipal law enforcement program.
- Modern principles, practices and techniques of police administration, organization and operation.

- Methods and techniques of investigation, identification and collection of evidence.
- Principles and practices of municipal budget preparation and administration.
- Law enforcement theory, principles and practices and their application to a wide variety of services and programs.
- Use of firearms and other modern police equipment.
- Recent court decisions and how they affect department operations.
- Principles and practices of program development and administration.
- Principles of supervision, training and performance evaluation.
- Pertinent Federal, State and local laws, codes and regulations.
- Advanced principles and practices of technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control, animal control, records management, care and custody of persons and property and environmental protection.
- Principles and practices of organization, administration and personnel management and leadership, particularly as applied to the analysis and evaluation of programs, policies and operational needs.
- Current technological and communication equipment and software applicable to the delivery of departmental services to internal and external customers.
- Principles and techniques of budget development and administration, municipal finance, personnel, and labor relations.
- Standards by which the quality of police service is evaluated and use of police records and their application to the solution of police problems.

**ABILITY TO:**

- Ability to get along with members of the community and co-workers in a high stress environment.
- Able to communicate knowledge and experience in an effective manner during training
- Ability to answer complex law enforcement questions over the phone and in person.

**NON-ESSENTIAL JOB FUNCTIONS required by ADA**

*This is a list of non-essential job functions that is required by the American with Disabilities Act that lists all functions that can be removed to make accommodations for under ADA.*

*The ADA draws a distinction between essential and non-essential job functions. The EEOC's regulations define essential functions as the "fundamental job duties of the employment position the individual with a disability holds or desires. "*

*The obligation to afford a reasonable accommodation can require the waiver or elimination of non-essential job functions, but does not require the waiver or elimination of essential job functions.*

*Consequently, if the ability to work overtime is deemed an essential function of a job, an employer's refusal to grant an overtime exemption is not illegal, even if the employee's inability to work overtime stems from a true disability.*

*Whether a job function is essential is evaluated on a case-by-case basis by examining a number of factors. The ADA itself provides that "consideration shall be given to the employer's judgment as to what functions of a job are essential, and if an employer has prepared a written [job] description ... [t]he description shall be considered evidence of the essential functions of the job."*

*The amount of time spent performing the function.*

*The consequences if the function is not required to be performed.*

*The terms and conditions of a collective bargaining agreement. Past incumbents' work experience in the job.*

*The experience of current incumbents in similar jobs.*

## II. Deputy Chief

REPORTS TO: Chief of Police

**Position Summary:**

The Deputy Chief is charged with the management administration, and general supervision of the Patrol division and Detective section of the Police Department of the City of Rock Falls. To this end, he/she shall be held strictly responsible for the general good order of the Department and attaining/retaining maximum efficiency and effectiveness from the personnel, equipment and facilities assigned to him/her.

**DUTIES /TASKS:**

- Assume full management responsibility for Patrol division and Detective section and activities including law enforcement, crime prevention and suppression programs; recommend and administer policies and procedures.
- Preserve the public peace and enforce the Laws of Illinois and City of Rock Falls. Whenever any violation thereof shall come to his/her attention, he/she, or his/her designated agent, shall cause the requisite complaint to be made and procure the evidence for the successful prosecution of the perpetrators.
- Manage the development and implementation of departmental goals, objectives, policies and priorities for each assigned service area in accordance with Chief of Police guidelines
- Establish, within City policy and contractual requirements, appropriate service and staffing levels; plan, organize, direct and schedule the Patrol Division and Detective Section vacations, compensatory time, and military requirement time, monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
- Shall be responsible for the city jail, maintenance of jail records, the keeper of records, training records and shall file reports as mandated by the State of Illinois or Federal law
- Review, cause to have corrected/amended and approve all reports and documents produced by the Patrol and Detective Section. Shall assign cases to the Detective Section for further investigation. Shall copy and disseminate reports and video to the Judicial System as required.
- Recording, tracking and submitting information to IUCR, Federal UCR and any and all other reports as requested or required.
- Ensure submission, recording and filing of payroll, compensatory time, sick, time, vacation time and all other financial documentation per the policies of the City of Rock Falls and any other contractual policies.
- Shall insure the proper operation and maintenance has been completed and up to date of all vehicles, radio equipment, department computers, laptop computers, telephones and any and all other recording units / devices.
- Shall maintain a close liaison with the office of the State's Attorney and shall receive, disburse,

and acknowledge court appearances.

- Shall insure the proper calibration and maintenance has been completed and up to date of all patrol radar units and Intoximeter(s).
- Shall insure the proper release of information to the media, records requests and FOIA requests through the guidelines of the Freedom of Information act.
- Plan, direct and coordinate, through subordinate level staff, the Police Department's work plan; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
- Maintain uniform disbursement and returns, inventory control of all necessary supplies needed for operation of Administration, Patrol, and Detective section.
- Assess and monitor work load support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
- Direct and assist with the investigation of major crimes, accidents or other unusual incidents.
- Ensure proper recording, tracking and submitting information of the MSI violations program and any and all other reports as requested or required.
- Testify and present evidence at MSI administrative hearings
- Select, train, motivate and evaluate law enforcement personnel; provide or coordinate staff training; recommend to the Chief of Police special assignment(s) or appointments of employees, work with employees to correct deficiencies; implement discipline and termination procedures.
- Participate in the development and administration of the department budget in accordance with City Council guidelines; suggest level of funds needed for staffing, equipment, materials and supplies; approve expenditures and recommend budgetary adjustments to the Chief of Police.
- Maintain inventory control of all necessary supplies needed for operation of Patrol and Detective division and support staff.
- Explain, justify and defend department programs, policies and activities; negotiate and resolve sensitive and controversial issues.
- Shall inform the Chief of Police of any event which may impair/affect the image, efficiency or effectiveness of the Department, the City, or the Individual employee.
- Represent the Police Department to other departments, elected officials, and media and outside agencies; coordinate assigned activities with those of other departments and outside agencies and organizations.
- Maintain accurate records on all non-emergency police calls, audio / visual recordings, Taser data.
- Manage the Field Training Officer Programs as the designated Field Training Commander.
- Provide staff assistance to the Chief of Police, Police Fire Commission, City Clerk and City

Administrator; and prepare and present staff reports and other necessary correspondence as requested.

- Ensure reporting, recording and tracking of all impounded and seized vehicles, money, or other property
- Maintain accurate records on all police investigations and on all police activities during the year.
- Attend and participate in professional training seminars and updated training, stay abreast of new trends and innovations in the field of law enforcement.
- Respond to and resolve difficult and sensitive citizen inquiries and complaints within the guidelines of the General Orders.
- Keep the Chief of Police informed of any emergency, extraordinary action taken, or necessary deviation from established City Policy or Department Procedure.
- Provide assistance to neighboring governments per mutual aid agreements
- Attend all meetings of the City Council when designated by the Chief of Police and as a representative of the police service to serve in his/her capacity when unavailable.
- Report promptly in writing to the Chief of Police, any member of the police service who is guilty of drunkenness, neglect of duty, disobedience of orders, violation of the standing rules and regulations of the police service or other conduct unbecoming an employee.
- Research and work with Chief of Police to submit Grants that improve any facet of the Department
- Testify in court as necessary and appropriate.
- Perform any other duties as assigned by the Chief of Police.

**LEVEL OF SUPERVISION:**

Position has high amount of responsibility with a variable amount of complexity to work, and is directly supervised by the Chief of Police. Position is expected to work with the Chief of Police on a day to day basis to ensure integration with other City departments.

**KNOWLEDGE OF:**

- Microsoft Windows Operating System
- Microsoft Office application suite, which includes Excel, Word and Outlook.
- Knowledge of federal, state, and municipal criminal and traffic laws
- Operations, services and activities of a comprehensive municipal law enforcement program.
- Modern principles, practices and techniques of police administration, organization and operation.
- Methods and techniques of investigation, identification and collection of evidence.
- Principles and practices of municipal budget preparation and administration.
- Law enforcement theory, principles and practices and their application to a wide variety of services and programs.
- Use of firearms and other modern police equipment.
- Recent court decisions and how they affect department operations.
- Principles and practices of program development and administration.

- Principles of supervision, training and performance evaluation.
- Inspect all facilities, vehicles and equipment to ensure that they are performing and being utilized to the highest degree of efficiency and effectiveness. Maintain and record the maintenance of department vehicles and other equipment.
- Pertinent Federal, State and local laws, codes, regulations and Freedom of Information Act.
- Advanced principles and practices of technical and administrative phases of crime prevention and law enforcement, including investigation and identification, patrol, traffic control, animal control, records management, care and custody of persons and property and environmental protection.
- Principles and practices of organization, administration and personnel management and leadership, particularly as applied to the analysis and evaluation of programs, policies and operational needs.
- Current technological and communication equipment and software applicable to the delivery of departmental services to internal and external customers.
- Principles and techniques of budget development and administration, municipal finance, personnel, and labor relations.
- Standards by which the quality of police service is evaluated and use of police records and their application to the solution of police problems.

#### ABILITY TO:

- Ability to get along with members of the community and co-workers in a high stress environment.
- Able to communicate knowledge and experience in an effective manner during training
- Ability to answer complex law enforcement questions over the phone and in person.

#### **NON-ESSENTIAL JOB FUNCTIONS required by ADA**

*This is a list of non-essential job functions that is required by the American with Disabilities Act that lists all functions that can be removed to make accommodations for under ADA.*

*The ADA draws a distinction between essential and non-essential job functions. The EEOC's regulations define essential functions as the "fundamental job duties of the employment position the individual with a disability holds or desires. "*

*The obligation to afford a reasonable accommodation can require the waiver or elimination of non-essential job functions, but does not require the waiver or elimination of essential job functions. Consequently, if the ability to work overtime is deemed an essential function of a job, an employer's refusal to grant an overtime exemption is not illegal, even if the employee's inability to work overtime stems from a true disability.*

*Whether a job function is essential is evaluated on a case-by-case basis by examining a number of factors. The ADA itself provides that "consideration shall be given to the employer's judgment as to what functions of a job are essential, and if an employer has prepared a written [job] description ... [t]he description shall be considered evidence of the essential functions of the job." The amount of time spent performing the function. The consequences if the function is not required to be performed. The terms and conditions of a collective bargaining agreement. Past incumbents' work experience in the job. The experience of current incumbents in similar jobs.*

### **MINIMUM QUALIFICATIONS:**

*(qualifications that job applicants are expected to possess that are not knowledge pools nor abilities, such as certifications, degrees, or licenses)*

- Illinois Law Enforcement Training and Standards Board certification for Illinois Basic Training Course for Local Law Enforcement Officers.
- Valid State of Illinois driver's license.
- Valid Firearms Owner Identification Card

### **PHYSICAL DEMANDS**

*Physical demands that have to be regularly met as part of the job. The sentence listed here should be left as part of this section.*

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Must be able to observe and analyze situations as well as hold and grip objects such as a firearm.
- Must be able to perform the work characteristics of the Police Officer Job description.
- Some lifting of materials (40 lbs or less)
- Bending, stretching, reaching required
- Work indoors using near vision for prolonged periods.
- Extended periods of sitting

### **WORK ENVIRONMENT**

**(e.g. the psychological, emotional, and physical demands placed on employees by the work environment)**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Professional, Team oriented environment.
- May be required to attend meetings outside "normal" working hours.
- Primarily indoors with heating and cooling regulated; may be subject to extreme weather conditions and life-threatening conditions when responding to critical public safety situations such as major crime scenes, natural disasters, rioting, etc.
- On call at all times for response to the scene of disasters, violent crimes, emergencies and available to answer and direct information for patrol officer(s) and detectives.
- Work flexible hours including some nights, early mornings, weekends, and holidays



Sec. 6-496. - Location restrictions.

- (a) No fence shall be erected on any residential, business or industrial property in the area between any street adjoining the property and the building setback line.
- (b) On residential property, the following exceptions may be permitted to the location of fences:
  - (1) Ornamental fences not exceeding six feet in length in any direction, nor more than four feet in height, may be erected at the corner of each lot.
  - (2) Fences along the side abutting a street of a corner lot may extend beyond the building setback line at a distance of 50 percent of the distance between the building setback line and the property line.
- (c) Dog run enclosures shall be located not less than six feet from any property line.

(Code 1990, § 5-354; Ord. No. 88-1502, 3-21-1988)

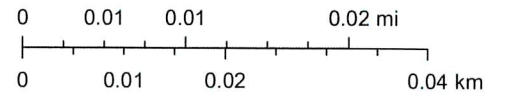
# Whiteside County Illinois



1/15/2021, 8:26:07 AM

Tax Parcel

1:1,000



Whiteside County IL GIS

Web AppBuilder for ArcGIS  
Whiteside County IL GIS |