

# 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

March 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 February 16, 2021 City Council Meeting
2. Approval of bills as presented

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

1. Ordinance 2021-2518 - An Ordinance Adopting Revised Zoning Map
2. Ordinance 2021-2519 - An Ordinance Amending Chapter 6, Article XII of the Rock Falls Municipal Code Relating to Variation from Fence Restrictions

**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

## **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

1. Approval of 20 year License Agreement with the Rock Falls American Legion, 712 4<sup>th</sup> Avenue, Rock Falls IL

## **Ward 4**

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

1. Approve Job Description – Police Officer
2. Approve Job Description – Patrol Sergeant
3. Approve Job Description – Detective
4. Approve Job Description – Detective Sergeant

## **Mayor's Report:**

## **Adjournment**

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

Posted: February 26, 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

February 16, 2021

The regular meeting of the Mayor and City Council of Rock Falls, Illinois was called to order at 6:30 p.m. February 16, 2021 in the Council Chambers by Mayor William B. Wescott.

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

The Rock Falls City Council recognized retiring Police Chief Tammy Nelson for her 30 years of service and dedication to the City of Rock Falls.

Chris Pilling and Lori Cortez from Sauk Valley Community College presented the IMPACT Program to the City Council. This program will provide eligible students residing in the Sauk district the opportunity to earn tuition and fees for up to three years at Sauk Valley Community College, upon completion of high school. The SVCC Impact Program is part of a strategy to propel the entire region toward a smarter, brighter future.

Consent Agenda items 1 through 3 were read aloud by Deputy City Clerk Michelle Conklin.

1. Approval of the Minutes of the February 2, 2021 Regular City Council Meeting
2. Approval of bills as presented
3. Forward the Petition Requesting Rezoning of Real Estate from Larry McCormick for property located on Cardinal Street (Benchmark Subdivision Phase III, PIN 11-26-153-005) to the Planning Zoning Commission

A motion was made by Alderman Snow and second by Alderman Palmer to approve Consent Agenda items 1 through 3.

**Vote 6 aye, motion carried.**

City Administrator Robbin Blackert informed the City Council that we received the checks for the Downstate Business Stabilization Grant and those checks are being distributed the businesses and we should be on track to ask for reimbursement for the Economic Support Grant by the end of February.

A motion was made by Alderman Snow and second by Alderman Wangelin for approval to place for bid the 2021-2024 Lawn Maintenance Contract.

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Snow to approve the appointment of the following individuals to serve on the City of Rock Falls Comprehensive Plan Review Ad Hoc Committee - David Blanton, Coloma Township Supervisor, Chris King, United Country Sauk Valley Realty, Jeff Guthrie, Owner of Hill's Electric, Gary Camarano, Whiteside County Economic Development Director, Alderman Rod Kleckler, Alderman Gabriella Palmer, City Administrator Robbin Blackert, Mayor Bill Wescott and Building Inspector Mark Searing (Non-voting member).

**Vote 6 aye, motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Now to approve the appointment of Alderman Gabriella Palmer to the Public Works/Public Property Committee.

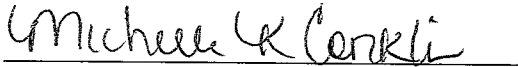
**Vote 5 aye, 1 recuse (Palmer), motion carried.**

A motion was made by Alderman Schuneman and second by Alderman Wangelin to approve the appointment of Brian Tribley, Amy Williamson, Tom Rynott and Bethany Bland to the Tourism Committee (Terms 02-16-2021 through 02-16-2023).

**Vote 6 aye, motion carried.**

A motion was made by Alderman Snow and second by Alderman Babel to Adjourn.

**Viva Voce Vote, motion carried. (7:02 p.m.)**

  
Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

Rock Falls, Illinois 03/02/2021

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:

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Tourism		3366.78
General Fund		12140.59
Building Code Demolition		43.75
Employee Group Insurance		67.97
Electric		162692.36
Fiber Optic Broadband	Taxable	186.11
Sewer		81977.52
Water		8319.03
Garbage Fund		42847.90
Customer Service Center		119.89
Customer Utility Deposit		176.87
Drug Fund		\$1,215.48
		\$313,154.25

Alderman Kleckler  
Alderman Wangelin  
Alderman Palmer

DATE: 02/17/21  
TIME: 09:11:58  
ID: AP443000.WOW

CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
GENERAL FUND			
04	BUILDING		
5253	WEX BANK	48,609.28	173.99
	BUILDING		173.99
06	POLICE		
5253	WEX BANK	48,609.28	2,544.86
	POLICE		2,544.86
10	STREET		
5253	WEX BANK	48,609.28	925.98
	STREET		925.98
13	FIRE		
5253	WEX BANK	48,609.28	628.99
	FIRE		628.99
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
5253	WEX BANK	48,609.28	1,344.06
	OPERATION & MAINTENANCE		1,344.06
SEWER FUND			
38	OPERATION & MAINTENANCE		
5253	WEX BANK	48,609.28	537.26
	OPERATION & MAINTENANCE		537.26
WATER FUND			
48	OPERATION & MAINTENANCE		

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/17/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
5253	WEX BANK	48,609.28	307.20
	OPERATION & MAINTENANCE		307.20
	TOTAL ALL DEPARTMENTS		6,462.34

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 02/19/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
TOURISM			
05	TOURISM		
5015	CARD SERVICE CENTER	26,180.72	68.84
5032	COMCAST	4,382.02	5.33
T0005150	SLATER PHOTOGRAPHY		250.00
	TOURISM		324.17
GENERAL FUND			
01	ADMINISTRATION		
4392	WILLIAM B WESCOTT	665.65	381.36
5015	CARD SERVICE CENTER	26,180.72	95.41
5032	COMCAST	4,382.02	5.33
	ADMINISTRATION		482.10
02	CITY ADMINISTRATOR		
5032	COMCAST	4,382.02	2.66
	CITY ADMINISTRATOR		2.66
04	BUILDING		
5015	CARD SERVICE CENTER	26,180.72	52.76
5032	COMCAST	4,382.02	10.66
	BUILDING		63.42
05	CITY CLERK'S OFFICE		
4664	STAPLES ADVANTAGE	577.99	65.01
5032	COMCAST	4,382.02	10.66
	CITY CLERK'S OFFICE		75.67
06	POLICE		
5015	CARD SERVICE CENTER	26,180.72	606.39
5032	COMCAST	4,382.02	82.51



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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 02/19/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
651	NICOR	36,085.90	211.30
825	ILLINOIS SECRETARY OF STATE	477.00	151.00
829	SELF HELP ENTERPRISE	527.40	39.00
	POLICE		1,090.20
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	4,670.00	870.00
829	SELF HELP ENTERPRISE	527.40	39.00
	CODE HEARING DEPARTMENT		909.00
10	STREET		
4207	O'REILLY AUTOMOTIVE INC	4,184.18	-112.76
4656	THOMPSON TRUCK AND TRAILER	4,686.21	17.88
4796	VERIZON WIRELESS	13,694.80	60.87
5032	COMCAST	4,382.02	5.33
	STREET		-28.68
12	PUBLIC PROPERTY		
1493	WILLIAM & MARY COMPUTER CENTER	94,114.06	30.00
651	NICOR	36,085.90	246.09
	PUBLIC PROPERTY		276.09
13	FIRE		
5032	COMCAST	4,382.02	18.65
651	NICOR	36,085.90	633.92
	FIRE		652.57
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		

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CITY OF ROCK FALLS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/19/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
BUILDING CODE DEMOLITION FUND			
12	BUILDING CODE DEMOLITION FUND		
4027	WHITESIDE COUNTY RECORDER	1,294.50	43.75
	BUILDING CODE DEMOLITION FUND		43.75
EMPLOYEE GROUP INSURANCE			
15	EMPLOYEE GROUP INS		
T0004780	MAST WATER TECHNOLOGY	398.04	67.97
	EMPLOYEE GROUP INS		67.97
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	5,121.99	17.53
2451	MENARDS	4,211.25	29.97
4215	POWER LINE SUPPLY	41,621.48	3,319.20
439	IMEA	3,400.00	780.00
4626	ENGEL ELECTRIC CO.	16,344.27	128.00
4656	THOMPSON TRUCK AND TRAILER	4,686.21	10,006.91
4796	VERIZON WIRELESS	13,694.80	520.32
4938	MICHLIG ENERGY LTD	89,705.13	192.00
5008	POWER SYSTEM ENGINEERING INC	64,793.02	5,297.50
5032	COMCAST	4,382.02	26.65
5062	HALL'S SAFETY EQUIPMENT CORP.	2,520.50	68.80
5188	ALTEC CAPITAL SERVICES, LLC		136,557.00
5210	RITZ SAFETY LLC	16,475.32	1,087.68
T0001330	JEFF BRIGHT RV REPAIR/SALES		96.99
	OPERATION & MAINTENANCE		158,128.55
SEWER FUND			
30	SEWER		
4030	FISCHER EXCAVATING, INC.	788.62	62,748.55
	SEWER		62,748.55
38	OPERATION & MAINTENANCE		

INVOICES DUE ON/BEFORE 02/19/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
SEWER FUND			
38	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	5,121.99	25.18
34	ALTORFER INC.	828,429.88	81.32
4210	NCL OF WISCONSIN		275.13
4796	VERIZON WIRELESS	13,694.80	163.06
5015	CARD SERVICE CENTER	26,180.72	20.00
5032	COMCAST	4,382.02	18.65
5176	DIRECT IN SUPPLY	1,824.64	570.25
5283	RHINO INDUSTRIES INC	20,754.80	1,290.00
651	NICOR	36,085.90	9,595.81
	OPERATION & MAINTENANCE		12,039.40
WATER FUND			
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	2,307.55	43.46
1740	VIKING CHEMICAL CO	10,242.00	965.00
4141	JEFF BEHRENS EXCAVATING	12,495.00	1,250.00
4207	O'REILLY AUTOMOTIVE INC	4,184.18	235.86
4361	FERGUSON WATERWORKS #2516	74,377.79	2,458.17
4796	VERIZON WIRELESS	13,694.80	38.01
5015	CARD SERVICE CENTER	26,180.72	361.00
5032	COMCAST	4,382.02	13.32
5141	CINTAS CORPORATION	1,288.99	249.43
55	ARAMARK UNIFORM SERVICES, INC.	8,571.96	92.34
	OPERATION & MAINTENANCE		5,706.59
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	396,386.46	42,640.40
	GARBAGE		42,640.40
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5015	CARD SERVICE CENTER	26,180.72	62.28
5032	COMCAST	4,382.02	18.65
	CUSTOMER SERVICE CENTER		80.93

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/19/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
DRUG FUND			
56	DRUG ABUSE		
2402	BROTHERS FLOORING		1,215.48
	DRUG ABUSE		1,215.48
	TOTAL ALL DEPARTMENTS		286,518.82

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 02/26/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
TOURISM			
05	TOURISM		
200	COM ED	1,560.26	21.39
2528	LAMAR ADVERTISING COMPANY	15,350.00	1,612.00
4502	NORTHERN ILLINOIS UNIVERSITY		109.76
5178	COMCAST BUSINESS	7,390.85	19.46
5268	KOLONI INC	6,800.00	1,280.00
	TOURISM		3,042.61
GENERAL FUND			
01	ADMINISTRATION		
5178	COMCAST BUSINESS	7,390.85	19.46
	ADMINISTRATION		19.46
02	CITY ADMINISTRATOR		
5178	COMCAST BUSINESS	7,390.85	19.46
	CITY ADMINISTRATOR		19.46
04	BUILDING		
2451	MENARDS	4,241.22	29.55
5178	COMCAST BUSINESS	7,390.85	38.96
5311	SAMSARA NETWORKS INC		20.00
	BUILDING		88.51
05	CITY CLERK'S OFFICE		
5178	COMCAST BUSINESS	7,390.85	38.94
	CITY CLERK'S OFFICE		38.94
06	POLICE		
1414	GALLS, LLC	39.27	16.65
350	GISI BROS. INC.	7,367.23	354.37

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INVOICES DUE ON/BEFORE 02/26/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
06	POLICE		
4231	KIESLER POLICE SUPPLY INC	708.76	372.11
4796	VERIZON WIRELESS	14,477.06	284.32
5058	KOHL'S DEPT STORES INC		74.19
5140	SOLIEL DEETS	317.02	132.24
5178	COMCAST BUSINESS	7,390.85	77.83
795	SBM BUSINESS EQUIPMENT CENTER	9,915.03	219.88
	POLICE		1,531.59
07	CODE HEARING DEPARTMENT		
4929	TIMOTHY J SLAVIN	5,540.00	750.00
	CODE HEARING DEPARTMENT		750.00
10	STREET		
2771	WINDSTREAM	3,819.09	379.36
2985	WALMART COMMUNITY/SYNCB	3,945.74	169.89
3107	CULVER'S	50.17	56.30
34	ALTORFER INC.	828,511.20	11.96
4207	O'REILLY AUTOMOTIVE INC	4,307.28	63.52
4707	KIMBALL MIDWEST	2,039.98	282.50
5178	COMCAST BUSINESS	7,390.85	19.46
5311	SAMSARA NETWORKS INC		200.00
55	ARAMARK UNIFORM SERVICES, INC.	8,664.30	101.54
	STREET		1,284.53
12	PUBLIC PROPERTY		
2985	WALMART COMMUNITY/SYNCB	3,945.74	118.72
4579	CROWN EXTERMINATORS, INC	345.00	65.00
	PUBLIC PROPERTY		183.72
13	FIRE		
2050	ANGELO'S PIZZERIA		41.27
4207	O'REILLY AUTOMOTIVE INC	4,307.28	29.98

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CITY OF ROCK FALLS  
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INVOICES DUE ON/BEFORE 02/26/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
GENERAL FUND			
13	FIRE		
4769	KYLE SOMMERS		115.00
4796	VERIZON WIRELESS	14,477.06	167.90
5032	COMCAST	4,600.42	15.00
5178	COMCAST BUSINESS	7,390.85	58.38
	FIRE		427.53
ELECTRIC FUND			
20	OPERATION & MAINTENANCE		
194	GRUMMERT'S HARDWARE - R.F.	5,164.70	12.58
31	ALTEC INDUSTRIES, INC.	2,858.49	1,176.51
4528	MODERN SHOE SHOP	3,609.82	197.99
4656	THOMPSON TRUCK AND TRAILER	14,711.00	1,513.65
5178	COMCAST BUSINESS	7,390.85	38.96
5311	SAMSARA NETWORKS INC		280.06
	OPERATION & MAINTENANCE		3,219.75
FIBER OPTIC BROADBAND/TAXABLE			
23	FIBER OPTIC BROADBAND/TAXABLE		
5254	ILLINOIS COMMERCE COMMISSION		186.11
	FIBER OPTIC BROADBAND/TAXABLE		186.11
SEWER FUND			
38	OPERATION & MAINTENANCE		
111	BONNELL REPAIR & TOWING, INC.	2,136.17	1,596.43
1165	CEC OF THE SAUK VALLEY INC	14,058.05	115.00
194	GRUMMERT'S HARDWARE - R.F.	5,164.70	16.17
200	COM ED	1,560.26	168.74
2985	WALMART COMMUNITY/SYNCEB	3,945.74	93.00
4528	MODERN SHOE SHOP	3,609.82	188.99
4796	VERIZON WIRELESS	14,477.06	76.02
5131	METROPOLITAN INDUSTRIES, INC.	4,281.50	4,200.00
5176	DIRECT IN SUPPLY	2,394.89	58.50
5178	COMCAST BUSINESS	7,390.85	19.46
5311	SAMSARA NETWORKS INC		120.00
	OPERATION & MAINTENANCE		6,652.31

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CITY OF ROCK FALLS  
DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 02/26/2021

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
-----			
WATER FUND			
48	OPERATION & MAINTENANCE		
1224	AIRGAS USA LLC	2,351.01	102.76
2985	WALMART COMMUNITY/SYNCB	3,945.74	95.72
4796	VERIZON WIRELESS	14,477.06	114.03
5131	METROPOLITAN INDUSTRIES, INC.	4,281.50	876.00
5176	DIRECT IN SUPPLY	2,394.89	425.20
5178	COMCAST BUSINESS	7,390.85	19.46
5311	SAMSARA NETWORKS INC		120.00
55	ARAMARK UNIFORM SERVICES, INC.	8,664.30	180.24
67	B & D SUPPLY CO.	983.70	371.83
	OPERATION & MAINTENANCE		2,305.24
GARBAGE FUND			
50	GARBAGE		
4446	MORING DISPOSAL, INC.	439,026.86	207.50
	GARBAGE		207.50
CUSTOMER SERVICE CENTER			
51	CUSTOMER SERVICE CENTER		
5178	COMCAST BUSINESS	7,390.85	38.96
	CUSTOMER SERVICE CENTER		38.96
CUSTOMER UTILITY DEPOSITS			
75	CUSTOMER UTILITY DEPOSITS		
T0000983	ELVIRA CERVANTES		25.00
T0002444	LORI ANN YOUNGER		62.38
T0005424	DUSTIN NELSON		57.73
T0005426	NAJAT A TAHER		31.76
	CUSTOMER UTILITY DEPOSITS		176.87
	TOTAL ALL DEPARTMENTS		20,173.09



ORDINANCE NO. 2021-2518

AN ORDINANCE ADOPTING REVISED ZONING MAP

WHEREAS, the City of Rock Falls has caused to be prepared a revised and corrected zoning map reflecting the current zoning status and classification of all lands and properties which are within the limits of the City of Rock Falls; and

WHEREAS, attached hereto is the revised and updated zoning map created pursuant to said direction, and the same should be adopted as the official zoning map of the City of Rock Falls effective as of March 16, 2021.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Rock Falls that;

Section 1. The document attached here to identified as Zoning Map 2021 and labeled as Exhibit A is hereby adopted as the revised and updated official zoning map of the City of Rock Falls, effective March 16, 2021, said map reflecting the zoning classification status of all land and properties which are currently within the limits of the City of Rock Falls.

Section 2. All prior version of zoning maps are hereby declared to be no longer valid, and the document attached hereto, and true and accurate copies thereof shall serve as the official zoning map of the City until further revisions and changes are made pursuant to action of the City Council.

Section 3. All ordinances in conflict herewith are hereby repealed.

Section 4. If any section, paragraph, sentence, clause or other portion of this ordinance is held or deemed to be unenforceable or invalid, then such holding or finding of unenforceability or invalidity shall not affect the validity of the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective upon its adoption and publication in pamphlet form.

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

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William B. Wescott, Mayor

ATTEST:

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Michelle K. Conklin, Deputy City Clerk

CITY OF ROCK FALLS

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ORDINANCE NO. \_\_\_\_\_

**ORDINANCE AMENDING CHAPTER 6, ARTICLE XII  
OF THE ROCK FALLS MUNICIPAL CODE  
RELATING TO VARIATION FROM FENCE RESTRICTIONS**

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ADOPTED BY THE  
CITY COUNCIL  
OF THE  
CITY OF ROCK FALLS

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

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

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**ORDINANCE AMENDING CHAPTER 6, ARTICLE XII  
OF THE ROCK FALLS MUNICIPAL CODE  
RELATING TO VARIATION FROM FENCE RESTRICTIONS**

**WHEREAS**, Chapter 6, Article XII of the Rock Falls Municipal Code currently provides for the permitting and regulation of fences located on property within the City of Rock Falls (the “City”); and

**WHEREAS**, Section 6-496(a) of the Rock Falls Municipal Code specifically limits the placement of any fence on residential, business or industrial property between any street adjoining such property and the building setback line; and

**WHEREAS**, the City’s Ordinance/License/Personnel/Safety Committee (the “OLPS Committee”) has reviewed the foregoing limitations and has recommended that such provisions be amended to include a mechanism allowing for a variance from such restrictions in limited circumstances; and

**WHEREAS**, the Mayor and City Council of the City deem it in the best interests of the City and its residents to amend such provisions in accordance with the OLPS Committee’s recommendation, 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 recitals contained in the preambles to this Ordinance are true and correct and are hereby incorporated into this Section 1 as if more fully set forth herein.

**SECTION 2:** Chapter 6, Article XII, Section 6-496 of the Rock Falls Municipal Code, as amended, is hereby further amended by the addition of a new subsection (d) to read as follows:

**“Sec. 6-496. – Location restrictions.**

...

- (d) Notwithstanding anything to the contrary in this section, in specific cases where enforcement of the provisions of this section would result in an unnecessary hardship, the owner of such property may petition to the city for a variance from the strict application of said provisions as follows:
  - (i) the owner or his, her or its authorized representative shall submit to the Building Code Committee of the city, in such form or forms as may be prescribed by the city from time to

time, a petition requesting a variance from the provisions of this section. The petition shall identify the property for which a variance is requested, the specific relief requested, along with any and all information, including plans and specifications, as may be relevant to the Building Code Committee's determination.

- (ii) a public hearing shall be held by the Building Code Committee on the substance of the petition. The petitioner shall cause notice of the time and place of such hearing to be given at least fifteen (15) days in advance of the hearing by publication of a notice in a newspaper published in the city, and shall also give notice delivered: (A) personally; or, (B) by registered or certified mail with a return receipt, at least five (5) days before the fixed time for such hearing to the respective owners of record of property within two hundred fifty (250) feet of the premises in question. The notice to be published and to be mailed shall contain a description of the property sufficiently detailed for the same to be identified as to location, together with the usual street address affixed to the property, and shall specify: (A) the name of the petitioner; (B) the nature of the application and the relief sought; and, (C) the date, time and place of the hearing. Any party or interested person may appear at such hearing in person or by agent or attorney. Within a reasonable time following such public hearing, the building code committee shall make a recommendation to the city council whether such petition should be granted or denied, including whether to grant relief modified from that sought by the petitioner.
  
- (iii) No such variance from the provisions of this section shall be authorized by the city council unless it finds by clear and convincing evidence that all of the following conditions exist:
  - (1) that there are exceptional or extraordinary circumstances or conditions applying to the property in question or to the intended use of the property that do not apply generally to other similar properties or class of uses;
  
  - (2) that such variance is necessary for the preservation and enjoyment of a substantial property right possessed by other similar properties in the vicinity; and

(3) the authorizing of such variance will not be of substantial detriment to adjacent properties and will not materially impair the purposes of this section or the public interest.

(iv) The provisions of this subsection (d) shall apply only to properties located within the city as are classified M-1 or M-2 as defined in the zoning ordinance of the city (or such equivalent classification under any amendments thereto).”

**SECTION 3:** In all other respects, Chapter 6, Article XII, Section 6-496 of the Rock Falls Municipal Code shall remain in full force and effect as previously adopted and/or amended.

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

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

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

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

\_\_\_\_\_  
Mayor

ATTEST:

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

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## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the CITY OF ROCK FALLS, an Illinois municipal corporation ("Licensor"), and AMERICAN LEGION POST 902 ("Licensee"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties".

WHEREAS, Licensee is the Licensor of certain real property located at 712 4<sup>th</sup> Avenue, Rock Falls, Illinois 61071 with PIN: 11-28-477-038 ("Licensee's Property") whereupon exists a building used for the benefit of Licensee's members and related activities (the "Legion Hall"); and

WHEREAS, Licensor owns the public right-of-way commonly known as 4<sup>th</sup> Avenue, which is located adjacent to Licensee's Property ("Licensor's Property"); and

WHEREAS, in connection with the use of the Legion Hall, Licensee desires to place certain non-permanent structures consisting of signs, flag poles and monuments on a portion of the aforesaid right-of-way immediately in front of the Legion Hall extending to the public street (the "License Area"); and

WHEREAS, the Parties desire to enter into this Agreement to provide for Licensee's use of the License Area all upon the terms and conditions as more specifically set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Recitals. The recitals contained in the preambles to this Agreement are true and correct and are hereby incorporated in this Section 1 as if fully set forth herein.
2. License. Licensor hereby grants to Licensee and its officers, agents, employees, contractors and sub-contractors, a non-exclusive license to occupy and use the License Area for the placement of certain non-permanent structures such as flag poles, signs and monuments (collectively, the "Improvements"), which shall at all times be subject to the prior consent of Licensor in its sole discretion, for purposes not inconsistent with Licensee's operation of the Legion Hall at Licensee's Property (all of the foregoing, the "Permitted Uses").
3. Term; Removal. The initial term of this License shall be for a period of twenty (20) years from the Effective Date, unless earlier terminated in accordance with the terms herein and/or applicable law (the "Initial Term"). This License shall automatically renew for four (4) additional ten (10) year periods thereafter (each, a "Renewal Term", and collectively with the Initial Term, the "Term"), unless either Party notifies the other of its intent not to renew at least one hundred and sixty (60) days prior to the end of the Initial Term or the then current Renewal Term.
  - (a) Upon the expiration or earlier termination of this License, Licensee shall, within thirty (30) days from such date (the "Removal Date"), surrender possession of the License Area and remove the Improvements without further demand or notice by

Licensor. Licensee shall be responsible for returning the License Area to substantially the condition as existed on the Effective Date, normal wear and tear excepted.

- (b) Upon failure of Licensee to remove the Improvements following such the Removal Date, Licensor shall be entitled to remove the Improvements at its discretion. Licensee hereby waives, relinquishes and releases any and all claims, which it may have against Licensor for damage to any of the Improvements which may be removed by Licensor pursuant to this right.

4. Non-Interference; Cooperation. Licensee shall, at its own expense, maintain its Improvements in a safe condition, in good repair and in a manner suitable to Licensor so as not to conflict or interfere with the use of Licensor's Property as a public right-of-way. Licensee shall not unreasonably or materially interfere with the operations and/or obligations of Licensor with respect to Licensor's Property. Licensee acknowledges and agrees that Licensor's use of the License Area in connection with the repair, maintenance, construction or operation of the public right-of-way, including but not limited to public utilities such as sewer, electric and water, and including sidewalks for pedestrian use, that may currently or in the future exist on the License Area, shall at all times supersede Licensee's rights under this Agreement. To the extent that Licensor's obligations with respect the foregoing requires temporary removal or relocation of the Improvements from the License Area, the Parties agree that they shall reasonably cooperate with one another to accommodate the same.

5. Termination. This Agreement may be terminated as follows:

- (a) By Licensor, upon breach of any covenant or condition hereof by Licensee and failure by Licensee to cure said default or breach within thirty (30) days of receipt of written notice from Licensor of such default, and upon such termination, Licensor shall be entitled to damages sustained by it resulting from the breach, including costs and expenses and reasonable attorney fees incurred by Licensor in declaring the default, in seeking damages or performance of Licensee or in removing the Improvements from the License Area.
- (b) By Licensor, immediately, if (i) Licensee becomes insolvent; or (ii) institutes or has instituted against it bankruptcy proceedings which are not dismissed within ninety (90) days of filing; or (iii) makes a general assignment for the benefit of creditors; or (iv) if a receiver is appointed for the benefit of its creditors; or (v) if a receiver is appointed on account of its insolvency; or (vi) Licensee no longer owns Licensee's Property or otherwise fails utilize the same for the Legion Hall.
- (c) By Licensee at any time after thirty (30) days written notice of the same has been provided to Licensor.

6. Indemnification. Licensee does hereby agree to indemnify and hold Licensor harmless from any and all liability, costs, claims, demands and causes of action whatsoever arising from or as a result of injury to persons or damage to property which may hereafter be asserted or



made against Licensor as a result of Licensee's use of the License Area, or as the result of the negligence or other wrongdoing of any of the employees or agents of Licensee, or as the result of the Permitted Uses, and such obligation to indemnify shall include an obligation to defend Licensor from any claims or demands made and for payment of all expenses incurred or damages assessed against Licensor, including reasonable attorney fees and costs of litigation.

7. Insurance. Licensee shall ensure that its liability coverage insurance applicable to Licensee's Property and the Legion Hall covers liability for the Improvements and any injury to persons or damage to property resulting from its ownership, use, occupancy or maintenance of the Improvements on the License Area. Licensee agrees that it shall provide a certificate of such insurance to Licensor upon request.

8. Assignment. The license granted to Licensee hereunder is personal to Licensee and may not be assigned without the prior written consent of Licensor.

9. Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Illinois. Venue for any dispute arising hereunder shall be Whiteside County, Illinois, and the Parties hereby waive any right to demand trial by jury of any dispute or claim made under or pursuant to this Agreement.

10. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and may be modified only by a writing signed by both Parties.

11. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile signatures (or other form of electronic communication, such as .pdf) shall be deemed original signatures.

WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

CITY OF ROCK FALLS, an  
Illinois municipal corporation

AMERICAN LEGION POST 902

By \_\_\_\_\_  
Mayor

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

ATTEST:

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

## V. Patrol Officer

POSITION: Police Officer  
REPORTS TO: Patrol Sergeant

### **Position Summary:**

The work of this classification involves responsibilities for the protection of life, property, prevention of crime, apprehension of criminals and the general enforcement of laws and ordinances. Duties normally consist of routing patrol, preliminary investigation and traffic regulation, Police officers also may be assigned duties as detectives, juvenile officers, evidence technicians, field training officers, breathalyzer operators, special response team members, firearms instructors or hostage negotiators.

Advancement through the rank of Deputy Chief requires previous background as a police officer. Work involves an element of personal danger. The employee must be able to exercise sound independent judgment under stress. Assignments may include work on special tasks which call upon specialized abilities and knowledge possessed by the employee. Work assignments in general and specific instructions are received from a supervisor who reviews work methods and results through reports, personal inspection and discussion. Regular and predictable attendance at work is required.

### **PRINCIPAL DUTIES AND ESSENTIAL JOB FUNCTIONS:**

#### **Crime Prevention**

- Patrols assigned areas
- Observes for criminal activity, safety hazards, traffic violations, persons needing assistance and the like.
- Becomes and remains familiar with patrol beats, geographic locations, known offenders, neighborhood routines, and potential problems.
- Conducts security inspections and surveys of building and other locations, makes recommendations regarding security.
- Makes presentations to groups and individuals on subjects related to job's task and functions.

#### **Criminal Investigation and Apprehension**

- Handles complaints filed by citizens.
- Observes for, detects and investigates violations of laws and ordinances and documents and investigates reported violations.
- Conducts interviews and interrogations of victims, witnesses, suspects, offenders and other persons.
- Conducts preliminary and follow up investigations.
- Identifies, collects, processes, packages and logs physical evidence.
- Collects information and either acts upon it if within the scope of his authority or routes it to the proper authority or agency.
- Searches persons, vehicles, places and other items.
- Identifies and arrests offenders, including subduing resistive arrestees.
- Books, guards, transports and escorts prisoners.
- Prepares and serves criminal complaints, arrest warrants, search warrants and other court documents.
- Prepares cases for trial.

- Appears and testifies in court, at coroner's inquests, at depositions sessions and similar proceedings.

## **POLICE OFFICER DESCRIPTION**

### **Traffic**

- Engages in traffic and parking law enforcement including Driving Under the Influence detection and apprehension.
- Controls, regulates and directs traffic, vehicular and pedestrian.
- Investigates traffic accidents including protecting the scene, aiding the injured, controlling traffic clearing the scene, determining the cause, preparing reports and diagrams.
- Assists disabled motorists

### **Juveniles**

- Deals with all ages of children in a variety of situations such as delinquents, minors requiring authoritative intervention, neglected, abused, runaways, lost, found, victims of crimes, public relations, instructional functions and informants.

### **Miscellaneous Order Maintenance**

- Deals with domestic disputes and other interpersonal and business conflicts.
- Observes for, recognizes and corrects or reports public hazards and inconveniences such as natural gas leaks, traffic signals out of service, traffic obstructions and any other safety hazards.
- Responds to requests for ambulance / fire service assists as needed.
- Administers first aid, including CPR to sick or injured persons
- Investigates incidents involving deceased persons resulting from criminal, accidental, suicidal and natural causes involving determination of the circumstances and the handling / removal of the body and dealing with the family, relatives, friends, witnesses, etc.
- Investigate reports of lost and found properties.
- Investigates reports of missing and found persons.
- Investigates animal complaints including the apprehension and transport of stray or vicious animals.
- Directs and / or supervises others (civilian and public employees) at the scenes of crimes, accidents, disasters, assemblies, etc.
- Generally, assists persons in distress.

### **Organizational Support**

- May perform desk duties including telecommunications (telephone, computer terminal, and radio) assisting persons at the counter, processing and filing reports.
- Conducts background investigations when assigned to do so.
- Attend training as assigned.
- Develops and maintains required skills and license/ permits/certifications associated with areas of special instruction, expertise, etc. (Firearms Qualifications; Breath Operator Certification; CPR;

Evidence Technician; Accident Investigator; Juvenile Officer; Criminal Investigations; LEADS certification; Field Training Officer; etc.)

- Prepares clear, accurate and complete reports, logs, and documents on any and all activities engage in.

**SCHEDULING:** The position involves regular and irregular shift work and shift rotations necessary to provide police services 24 hours/day, 7 days a week, 52 weeks/year (weekends and holidays included). Work shifts are normally 8 to 12 hours in duration but may be extended in the event of emergency, disaster, manpower shortage work load, or work- in- progress.

**ENVIROMENTAL FACTORS** The position involves exposure to and requires the employee to function in the presence of:

- Weather conditions: all and extreme weather conditions
- Lighting conditions: all and extreme lighting conditions, daylight and nightlight, with and without artificial light available, indoors and outdoors.
- Fire, smoke, and chemical leaks/spills: in close proximity as necessary to provide emergency services.
- Personal Danger: including but not limited to
  - Armed and/or dangerous persons/animals
  - Persons and/or articles with contagious/communicable diseases.
  - Hazards associated with emergency driving, traffic control and working in and around traffic.
  - Hazards associated with natural and man-made disasters.

**EQUIPMENT:** The position requires the ability to operate the following equipment:

- Motor vehicles: reasonably and safely under routine and emergency conditions, sometimes for lengthy periods of time.
- Firearms: with demonstrated proficiency in the care and use of assigned/authorized weapons.
- Basic office equipment: including but not limited to typewriters, telephones, computer terminals etc.
- Writing implements and basic drawing templates: including the ability to write legible documents and produce simple drawings.
- Basic tools and equipment necessary to perform job tasks and functions: including but not limited to speed detection radar, 2-way radios, first aid equipment, fire extinguishers, handcuffs, and other personal restraint devices., flashlights, batons, and other simple weapons, gas masks, helmets, standard police uniform, simple tools, (pry bars, hydrant wrenches, tap[e measures, etc.) cameras, fingerprinting equipment etc.

**WORK CHARACTERISTICS:** The position requires the employee to have and maintain:

Physical condition needed to:

- Effect arrests
- Subdue resisting individuals
- Chase fleeing suspects

- Run to the persons or officers requiring emergency assistance
- Lift and carry equipment and injured / deceased subjects
- Force entry into buildings
- Climb flights of stairs/ladders
- Walk, stand or sit for long periods of time (including driving)
- Endure exposure to extreme weather and disease
- Perform life-saving procedure (CPR, first aid etc.)
- Communicate effectively, verbally and non-verbally
- Operate required equipment Perform required job tasks and functions
- Provide assistance to citizens and co-workers in distress, including but not limited to manually pushing stalled motor vehicles.
- Effective Audio-visual discrimination and perception to:
  - Make observations
  - Read and Write
  - Drive and operate equipment safely

Ability to:

- Observe analytically and objectively, analyze situations quickly, determine and take prompt, effective action.
- Understand, interpret and apply applicable Federal and State statutes, local ordinances, court decisions, and Police Department and City rules, regulations, and policies.
- Understand and respond quickly, accurately to written and oral instructions, inquires and requests.
- Work independently and effectively within the confines of standard operating procedures.
- Initiate appropriately interpersonal and intra- and inter- agency communications
- Act quickly, calmly and decisively in emergencies and under stress.
- Handle situations firmly, courteously, tactfully and impartially.
- Express oneself clearly, concisely, orally and in writing.
- Record information clearly and completely.
- Maintain confidentiality in the performance of duties.
- Assimilate, retain, and effectively use geographic knowledge concerning the City and surrounding vicinity

Emotional and psychological stability needed to:

- Accept constructive criticism in a mature fashion.
- Effectively communicate and interact positively with fellow employees and citizens.
- Tolerate stress.
- Function effectively under stress.
- Deal effectively with the morbid, the macabre, the repugnant, the abnormal, the morose the psychotic, the neurotic and the otherwise unpleasant or unusual facets or results of human behavior.

**ACCEPTABLE EXPERIENCE AND TRAINING:** Completion of a standard high school course (or equivalent GED), preferably supplemented by some additional college level course work in police-related discipline, meeting the age and other physical requirements prescribed by the City and Board of Fire and Police Commissioners at the time of examination, possession of a valid Illinois driver's license and possession of a valid Firearms Owner Identification Card.

### III. Patrol Sergeant

A. General: The Patrol Sergeant has direct control of individuals under his/her command. The Patrol Sergeant is directly responsible to the Deputy Chief. The Patrol Sergeant is responsible for:

1. Command- The directions and control of individuals under his/her command to assure the proper performance of duties and adherence to established Rules & Regulations and Policies & Procedures of the Department.
2. Loyalty and Espirit de Corps- Its development and maintenance.
3. Discipline and Morale. Its development and maintenance
4. Intra-department Action - The promotion of harmony and cooperation with other of the Department and initiation of proper action, in cases not regularly assigned to the command, when the delay necessary to inform the proper unit, might result in a failure to perform a Police Duty.
5. Organization and Assignment of Duties - To assure prompt performance of Department functions and those of command. To this end, Sergeants shall immediately familiarize themselves with all Police Business transacted since their last tour of duty.
6. Reports and Records- Preparation of required correspondence, report, and maintenance of records relating to the activities of the command. Assurance that information is communicated up and down the chain of command as required.
7. Maintenance- Assurance that facilities, equipment, supplies and material assigned to command are correctly used and maintained.

B. Specifics: The duties of the Patrol Sergeant shall include all the duties of a patrol officer, in addition to, but not necessarily limited to:

1. The Sergeant shall closely supervise the activities of subordinates making corrections when necessary and commending where appropriate.
2. He/She shall provide on-the-job training as needed for efficient operation and coordination of effort.
3. He/She shall exercise direct command in a manner that assures the good order, conduct, discipline and efficiency of subordinates.
4. He/She shall enforce Department Rules & Regulations, Policies & Procedures, General & Special Orders, Written & Verbal Orders.
5. He/She shall inspect activities, personnel, and equipment under the Sergeant's supervision and the initiation of appropriate action in the event of failure, error, violation,

misconduct, or neglect of duty by a subordinate. The failure of a Sergeant to act in such situations will be considered dereliction of duty and will be subject to disciplinary action.

6. He/She shall assign personnel to Traffic Enforcement, City Ordinance Enforcement, House Watches, Liquor Establishment, Premise Checks, Foot Patrol, Parking Enforcement, School Patrol, Radar Details, Security Patrol, Special Details and any other Law Enforcement Activity.

7. He/She shall have a working knowledge of the duties and responsibilities of subordinates, observing contacts with the public, and being available for assistance or instruction as may be required. The Sergeant shall respond to calls of serious nature, crime in progress, deaths, and others unless actively engaged in a more serious Police matter. The Sergeant shall observe the conduct of assigned personnel and take remedial action and active charge where necessary to maintain the efficiency, effectiveness, discipline or integrity of the Department. To this end, all Rules & Regulations, Policies & Procedures, General & Special Orders, Written & Verbal Orders applicable to the position shall be respected.

8. He / She shall insure the maximum number of Patrol Hours possible are provided to the citizens of the City, by minimizing the amount of station time by all Shift Personnel. To this end, loitering while on duty is strictly prohibited.

9. He / She shall encourage Traffic Enforcement and assign personnel to High Accident or problem areas. To this end, Sergeants shall be active in the enforcement of Traffic Laws.

10. He / She shall review and initial all reports and documents produced by their shift and cause to be corrected or amended any incorrect, improper, or any omissions.

11. He / She shall see that all calls for service are assigned, handled and completed in an efficient and effective manner and that the calls for service are handled expeditiously in order of their priority.

12. He / She shall designate an Acting Shift Commander during the absence of a command officer. The Acting Shift Commander shall have authority and responsibility of the Sergeant during the Sergeant's absence

13. He / She shall see that violations of the Criminal Code are documented appropriately and that known perpetrators of such are arrested and charged accordingly.

14. He / She shall insure that personnel assigned to his/her shift are properly fit for duty, appropriately dressed, briefed and prepared to perform patrol function at the designated hour.

15. Assist with Administrative tasks, as assigned by the Chief of Police or Deputy Chief

## VI. Detective:

### A. General:

Detectives are responsible for the investigation of all cases initiated by uniformed personnel and referred to the Detective Bureau. A Detective may take or initiate original complaints or reports of any nature and may investigate same whenever it is indicated that such action will best serve the interests of justice. Detectives are directly responsible to the Detective Sergeant.

### B. Specifics:

The duties of the Detective shall include all the duties of a police officer, but shall not be necessarily limited to:

1. He/She shall diligently and efficiently investigate all matter referred/assigned.
2. He/She shall prepare/present the results of all investigations for presentation to applicable partner agencies:
  - A) States Attorney
  - B) Crime Stoppers
  - C) Other Law Enforcement Agency
  - D) Serve Other Law Enforcement Interests.
3. He/She shall interview, without unnecessary delay, the complainants, victims and witnesses in all assigned cases.
4. He/She shall identify himself as a Detective of the Rock Falls Police to all persons interviewed or interrogated whenever practical.
5. He/She shall cultivate sources of information that will aid in the solution/detection of criminal acts.
6. He/She shall have a thorough knowledge of the City, its constructive resources and its destructive influences.
7. He/She shall perform all internal investigations of Departmental Personnel as directed by the Chief of Police. The Chief of Police is the only member of the Police Department who has the authority to initiate an Internal Investigation. The Deputy Chief may, upon the absence of the Chief of Police, initiate an Internal Investigation.
8. He/She shall maintain the evidence, recovered and seized property of this Department. Ensure that appropriate items are transported to the Crime Labs on a timely basis, appropriate items are disposed of in an appropriate manner, that appropriate property is returned to its rightful owner.



#### IV. Detective Sergeant

##### A. General:

The Detective Sergeant has direct control of individuals under his/her command. The Detective Sergeant is directly responsible to the Deputy Chief. The Detective Sergeant is responsible for:

1. Command- The directions and control of individuals under his/her command to assure the proper performance of duties and adherence to established Rules & Regulations and Policies & Procedures of the Department.
2. Loyalty and Esprit de Corps- Its development and maintenance.
3. Discipline and Morale. Its development and maintenance.
4. Intra-department Action- The promotion of harmony and cooperation with other of the Department and initiation of proper action, in cases not regularly assigned to the command, when the delay necessary to inform the proper unit, might result in a failure to perform a Police Duty.
5. Organization and Assignment of Duties- To assure prompt performance of Department functions and those of command. To this end, Sergeants shall immediately familiarize themselves with all Police Business transacted since their last tour of duty.
6. Reports and Records- Preparation of required correspondence, report, and maintenance of records relating to the activities of the command. Assurance that information is communicated up and down the chain of command as required.
7. Maintenance- Assurance that facilities, equipment, supplies and material assigned to command are correctly used and maintained.

##### B. Specifics:

The duties of the Detective Sergeant shall include all applicable duties of a Patrol Sergeant, Patrol Officer and Detective, as well as the following duties:

1. The Detective Sergeant shall closely supervise the activities of subordinates making corrections when necessary and commending where appropriate.
2. He/She shall provide on-the-job training as needed for efficient operation and coordination of effort.
3. He/She shall exercise direct command in a manner that assures the good order, conduct, discipline and efficiency of subordinates.

4. He/She shall enforce Department Rules & Regulations, Policies & Procedures, General & Special Orders, Written & Verbal Orders.
5. He/She shall inspect activities, personnel, and equipment under the Sergeant's supervision and the initiation of appropriate action in the event of failure, error, violation, misconduct, or neglect of duty by a subordinate. The failure of a Sergeant to act in such situations will be considered dereliction of duty and will be subject to disciplinary action.
6. He/She shall assign detective(s) to investigate cases referred to the Detective division and see that all assigned investigations are handled and completed in an efficient and effective manner and that investigations are handled expeditiously in order of their priority.
7. He/She shall perform all internal investigations of Departmental Personnel as directed by the Chief of Police. The Chief of Police is the only member of the Police Department who has the authority to initiate an Internal Investigation. The Deputy Chief may, upon the absence of the Chief of Police, initiate an Internal Investigation.
8. He/She shall review and initial all reports and documents produced by their shift and cause to be corrected or amended any incorrect, improper, or any omissions.
9. He/She shall see that violations of the Criminal Code are documented appropriately and that known perpetrators of such are arrested and charged accordingly.
10. He/She shall insure that personnel assigned to his/her shift are properly fit for duty, appropriately dressed, briefed and prepared to perform their duties at the designated hour.
11. He/She shall ensure the maintenance the evidence, recovered and seized property of this Department and ensure that appropriate items are transported to the Crime Labs on a timely basis, appropriate items are disposed of in an appropriate manner, that appropriate property is returned to its rightful owner.