



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, October 21, 2025

[immediately following Village Board Meeting]

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

- 1. Approval of the Minutes** for the meeting of the Committee of the Whole from **October 7, 2025.**

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

- 2. Discussion and Consideration** of an Ordinance **Licensing Retailers of Tobacco Products, Alternative Nicotine Products, and Electronic Cigarettes** in the Village of Roscoe

NEW BUSINESS

- 3. Discussion and Recommendation** approving a **Text Amendment** regarding the proposed addition of two new zoning districts to **Chapter 155: Zoning Regulations of the Village Code of Ordinances**. The proposed amendments would create the following new zoning districts: **MS-C Main Street -Core and MS-E Main Street-Edge.**

ZBA recommends approval voting 4-0-0 on October 8, 2025

- 4. Discussion and Recommendation** of approving **Michalsen Office Furniture, Inc.** for the quoted amount of **\$5,809.00** for new **chairs and tables** for the **Public Works Training room/break room updates.**
- 5. Discussion and Recommendation** of **Allegiance flag supply** for the quoted amount of **\$4,917.50** for **34 set of American Pole Flags** for Main Street.
- 6. Discussion and Recommendation** of approving **Johnson Controls** for the quoted amount of **\$6,312.89** for the **Repair or Replacement of the Backflow Device's** at the **Public Works Building.**

- 7. Discussion and Recommendation** of conference and travel expenses for attendance at the **2025 Illinois Main Street Conference** in Dixon, Illinois on Wednesday, November 12, 2025 - Friday, November 14, 2025.

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting

Tuesday, October 07, 2025

CALL TO ORDER

ROLL CALL

PRESENT

Trustee William Babcock
Trustee Dayne Mead
Trustee Justin Plock
Trustee Michael Sima
Trustee Michael Wright
Village President Carol Gustafson

ABSENT

Trustee John Broda

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **September 16, 2025.**

Trustee Wright asked for the approval of the minutes for September 16, 2025.

Motion was made by Trustee Plock, second by Trustee Mead. Voting yes: Trustees Wright, Sima, Plock, Mead, Babcock 5-0-1.

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

NEW BUSINESS

1. Discussion and Recommendation of a **Special Event Permit** for **Hometown Holiday** to be held at along **Main Street** on **December 13th from 3:00 pm - 7:00 pm.**

Trustee Wright made a motion to move this to the board.

Motion was made by Trustee Plock, second by Trustee Sima.

The anticipated cost will be roughly around 8500. without sponsorship money that Trustee Wright will be collecting. He stated that he hopes to get half of the funding back.

Voting yes: Trustees Sima, Plock, Babcock, Mead, Wright 5-0-1.

2. **Discussion and Recommendation** of awarding the the contract for the **Main & Bridge Street Pedestrian Crosswalk Project**

Trustee Wright asked for a motion to send to the board.

Motion was made by Trustee Sima, second by Trustee Plock.

Brandon Boggs Village Engineering stated that the Village had open bids for the project on September 30, 2025. Four Bids were received by local contractors, ranging from \$46,800 to \$70,900. He stated for 2 ADA ramps and some pavement striping is a very high cost. Brandon stated that he reached out to Carlos Molina from the Winnebago County Highway Department to see if there is a temporary solution to drop these projects cost down.

Voting no: Plock, Babcock, Mead, Wright, Sima, 0-5-1.

3. **Discussion and Recommendation** of the purchase of new chairs and tables for Porter Park Cabin from **Uline** for the quoted amount of **\$5,249.92**.

Trustee Wright asked for a motion to move to the board

Motion was made by Trustee Plock, second by Trustee Babcock. Voting yes: Trustees Wright, Mead, Plock, Sima, Babcock 5-0-1.

4. **Discussion and Recommendation** for the purchase of four (4) **Solar Speed Signs** from Traffic Logix in the amount of \$14,130.00.

Chief Hawley stated that the signs are solar digital speed signs. they are intended for installation near Roscoe Middle School and Kinnikinnick School on each side to improve safety in school zones. He stated that Public Works would do the installation, and the signs include flashing lights and data collection capabilities to monitor speeding patterns. These will be permanent and will be active all the time.

Motion was made to move to the board by Trustee Plock, second by Trustee Mead. Voting yes: Trustees Mead, Babcock, Sima, Plock, Wright 5-0-1.

5. Approval of **Resolution 2025-R--** approving membership to the (MOCIC) Mid-States Organized Crime Information Center.

Chief Hawley stated that this is a regional information sharing system called RISNet. there are over more than 300 resources and 78 million intelligence investigative records that they hold. He stated that RISNet provides help with resources. There is a \$50 application fee for the first year and \$150.00 annually after that for the police department size.

Motion was made to send to the board by Trustee Plock, second by Trustee Sima. Voting yes: Trustees Plock, Wright, Mead, Babcock, Sima 5-0-1.

6. Discussion and Recommendation of the creation of a **Tobacco Retailer Licensing Ordinance** (initial discussion).

Joe Kurlinkus Village Administrator discussed creating a tobacco retailer licensing ordinance similar to the Village's alcohol licensing system.

Tom Green Village Attorney explained that the ordinance would require businesses selling tobacco to obtain a license from the village and potentially license individual sellers as well.

Joe Kurlinkus debated structing the fees based on sales volume, distinguishing between high volume retailers like smoke shops and low volume sellers such as gas stations.

Joe Kurlinkus and Tom Green put together a draft in the packet. will be brought up again in two weeks.

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

Presentation and Report on IML Conference

Trustee Wright stated that the networking from the conference was fabulous. He stated that he got to sit down with other Villages and attended several educational sessions. A major focus was on the TIF districts, He stated that most of the municipalities had active TIF districts and emphasized their importance in attracting developers in their communities. He suggested in going back next year.

Trustee Wright stated that Kelly Coffey from the conference stressed the need for family-oriented business models and strategic location planning.

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

Trustee Wright asked for a motion to Adjourn the meeting.

Motion was made by Trustee Plock, second by Trustee Sima. Voting yes: Trustees Plock, Sima, Wright, Babcock, Mead.

Meeting was Adjourned at 8:37 pm.

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 2.

Agenda Item: Review Draft Ordinance creating a Tobacco Retailer License and regulations associated therewith

Date: October 15, 2025

Meeting: COTW DATE 10/21/2025

Prepared by: Attorney Tom Green

Department: Admin

Overview/Background Information

Following review by the Committee of the Whole on the 7th of October, we have now drafted the Ordinance for review and comment. Note there are several blanks that will need to be filled in and a couple of optional provisions to be considered.

Key Issues

The Ordinance proposed will require a license for the sale of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories or Smoking Herbs. This should cover hemp products sold in flower form or liquid form.

Fiscal Note/Budget Impact

The Tobacco License will have an application fee and an annual fee intended to offset the cost of background checks and enforcement.

Prior Legislative Actions

N/A

Action Required/Recommendation

Staff recommends approval of the Tobacco License Ordinance and requests direction as to the fees to charge and the optional sections to include.

Attachments

Draft Ordinance Licensing Retailers of Tobacco Products, Alternative Nicotine Products, and Electronic Cigarettes in the Village of Roscoe

ORDINANCE 2025-_____
of the
VILLAGE OF ROSCOE

**AN ORDINANCE LICENSING RETAILERS OF TOBACCO PRODUCTS,
 ALTERNATIVE NICOTINE PRODUCTS, AND ELECTRONIC CIGARETTES IN THE
 VILLAGE OF ROSCOE**

WHEREAS, effective July 1, 2019, the minimum age for purchasing tobacco products, alternative nicotine products, electronic cigarettes, tobacco accessories, and smoking herbs in the State of Illinois was increased to twenty-one (21) years old; and

WHEREAS, the Village Board finds that the health hazards associated with the use of tobacco products, alternative nicotine products, and electronic cigarettes are well-documented and substantiated and that use of these products adversely affects the health of the residents of the Village; and

WHEREAS, the Village Board finds that the Village has a substantial interest in reducing the number of individuals of all ages who use tobacco products, alternative nicotine products, and electronic cigarettes, and a particular interest in protecting adolescents from tobacco dependency and the illnesses and premature death associated with tobacco use; and

WHEREAS, the Village Board finds that a local licensing system for tobacco retailers is necessary and appropriate to protect the public health, safety, and welfare of the residents of the Village of Roscoe; and

WHEREAS, the following provisions of Illinois law authorize the Village to enact a local retail tobacco licensing ordinance:

- Section 11-20-3 of the Illinois Municipal Code, 65 ILCS 5/11-20-3, authorizes municipalities to provide for and regulate the inspection of tobacco; and
- Section 11-20-5, 65 ILCS 5/11-20-5, permits municipalities do all acts and make all regulations necessary for the promotion of health or the suppression of diseases; and
- Section 11-1-1, 65 ILCS 5/11-1-1, allows municipalities to pass and enforce all necessary police ordinances; and

WHEREAS, the Village Board finds that a local licensing system for tobacco retailers will help ensure that retailers comply with the federal Family Smoking Prevention and Tobacco Control Act, the Illinois Prevention of Tobacco Use by Persons under 21 Year of Age and Sale and Distribution of Tobacco Products Act, the Illinois Preventing Youth Vaping Act, the Illinois

Prevention of Cigarette and Electronic Cigarette Sales to Persons under 21 Years of Age Act, and the Illinois Tobacco Accessories and Smoking Herbs Control Act; and

WHEREAS, the Village Board expressly declares that the enactment of this Ordinance directly pertains to, and is in furtherance of, the health, welfare and safety of the residents of the Village, and in particular those residents who are under twenty-one (21) years of age.

NOW, THEREFORE, BE IT ORDAINED by the Village Board of the Village of Roscoe as follows:

SECTION ONE. The above recitals are incorporated herein and made a part hereof.

SECTION TWO. Chapter 113 of the Village of Roscoe Code of Ordinances is hereby deleted in its entirety and replaced with the following:

CHAPTER 113 – Tobacco Retail License Application and Regulations

Sec. 11-251. DEFINITIONS. The following words and phrases, whenever used in this Article/Chapter, shall have the meanings set forth in this section, unless the context clearly requires otherwise:

Alternative Nicotine Product means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means.

Electronic Cigarette means:

- (1) Any device that employs a battery or other mechanism to heat a solution or substance to product a vapor or aerosol intended for inhalation;
- (2) Any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or
- (3) Any solution or substance, whether or not it contains nicotine, intended for use in the device.

Electronic Cigarette includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

Electronic Cigarette does not include any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, that is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.

Person means any natural person, company, corporation, cooperative association, firm, partnership, business, organization, or other legal entity.

Retail Tobacco License means a license issued by the Village to a Person to engage in the sale of Tobacco Products, Alternative Nicotine Products, and/or Electronic Cigarettes in the Village.

Smoking Herbs means all substances of plant origin and their derivatives, including but not limited to broom, calea, California poppy, damiana, hops, ginseng, lobelia, jimson weed and other members of the Datura genus, passion flower and wild lettuce, which are processed or sold primarily for use as smoking materials.

Tobacco Accessories means any cigarette papers, pipes, holders of smoking materials of all types, cigarette rolling machines, and other items designed primarily for the smoking or ingestion of tobacco products or of substances made illegal under any ordinance or statute or of substances whose sale, gift, barter, or exchange is made unlawful under any ordinance or statute.

Tobacco Product means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. *Tobacco Product* includes any component, part, or accessory of a tobacco product, whether or not sold separately.

Vending Machine means any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, and/or Smoking Herbs.

Sec. 11-252. RETAIL TOBACCO LICENSE REQUIRED.

- A. No Person shall sell, offer for sale, or permit the sale of Tobacco Products, Alternative Nicotine Products, or Electronic Cigarettes to consumers within the corporate limits of the Village without a valid Retail Tobacco License issued by the Village. A Retail Tobacco License is not required for a wholesale dealer who sells to retail dealers for the purpose of resale only and does not sell any Tobacco Products, Alternative Nicotine Products, or Electronic Cigarettes directly to consumers.
- B. All Retail Tobacco Licenses issued pursuant to this section are nontransferable and non-assignable and are valid only for the applicant and the specific address listed on the Retail Tobacco License. No license may issue for other than a fixed location. A separate Retail Tobacco License is required for each address at which Tobacco Products, Alternative

Nicotine Products, or Electronic Cigarettes are sold or offered for sale. Any change in business ownership or business address requires a new Retail Tobacco License.

Sec. 11-253. LICENSE APPLICATION.

- A. Application for a Retail Tobacco License hereunder shall be in writing to the Village Clerk, on the application form provided by the Village, signed by the applicant, if an individual, or by at least two members of a partnership, if the applicant is a partnership, or if the applicant is a corporation, then by the president and secretary thereof, verified by oath or affidavit of the signers and shall require an application fee of \$, and shall contain the following:
1. The name, date of birth and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in five percent (5%) or more of the profits thereof; and in the case of a corporation, the date of incorporation, the state of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and the names and addresses of all persons owning more than five percent (5%) of the stock, along with a copy of the corporate charter currently on file with the Illinois Secretary of State;
 2. If an individual, the citizenship of the applicant, their place of birth, and, if a naturalized citizen, the time and place of their naturalization;
 3. The character of business of the applicant;
 4. The length of time that the applicant has been in business of that character;
 5. If the business is to be run by a manager or agent, the name, date of birth, and address of the manager or agent;
 6. If a partnership, the date of formation of the partnership;
 7. The applicant's current state tobacco license number from the Illinois Department of Revenue;
 8. The location and description of the premises or place of business which is to be operated under the license;
 9. A statement that the applicant owns the premises to be operated under the license or has a lease for the premises for the full period of the license;
 10. A statement whether the applicant has made a similar application for a similar or other license on premises other than described in the application and the disposition of such application;
 11. A statement that the applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this article/chapter or any ordinance or statute;
 12. Whether a previous license issued to the applicant by any state or subdivision thereof, or by the federal government, has been revoked and the reasons therefore;
 13. A statement that the applicant will not violate any of the laws of the state or of the United States or any ordinance of the Village in the conduct of its business; and
 14. A statement that the applicant has, or is eligible for and will obtain, any license from the State of Illinois that is required by applicable statute or departmental regulation.

- B. A licensee shall inform the Village in writing of any material change in the information submitted on an application for a Retail Tobacco License within ten (10) business days of the change.
- C. No license shall be granted to:
1. A person who is not a citizen or lawful permanent resident of the United States.
 2. A person who knowingly provides inaccurate or false information in the license application.
 3. A person who has been convicted of a felony under any federal or state law, unless the Village Board determines that such person has been sufficiently rehabilitated to warrant the public trust. The burden of proof of sufficient rehabilitation shall be on the applicant.
 4. A person who has been convicted of pandering or any other crime or misdemeanor opposed to decency and morality.
 5. A person who at the time of application for renewal of any license issued would not be eligible for a license upon a first application.
 6. A partnership, if any general partner or limited partner thereof, owning more than five percent (5%) of the aggregate interest in such partnership would not be eligible to receive a license hereunder for any reason.
 7. A corporation, if any officer, manager or director thereof, or any stockholder owning in the aggregate more than five percent (5%) of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship.
 8. A corporation unless it is incorporated in Illinois or is qualified under the Business Corporation Act of 1983, 805 ILCS 5/1.01 *et seq.*, to transact business in Illinois.
 9. A person whose place of business is conducted by a manager or agent unless the manager or agent possesses the same qualifications as those required of the applicant.
 10. A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period of the license to be issued.
 11. A person who does not qualify for a state license, in the event such a license is required by applicable statute or departmental regulation.

Sec. 11-254. LICENSE FEE; TERM.

- A. The annual fee for a Retail Tobacco License shall be \$. The full license fee shall be paid at the time the application is submitted. In the event a license is denied, the license fee shall be refunded to the applicant, less a fifty-dollar (\$50.00) processing fee.
- B. All Retail Tobacco Licenses shall be valid for a term of one (1) year and shall terminate on the day of (month) next following issuance of the license, except that any license issued for a portion of a year shall have a term of less than one (1) year and the term thereof shall terminate on the day of (month) next following issuance of the license.

Sec. 11-255. ISSUANCE AND DISPLAY OF LICENSE.

No Retail Tobacco License shall be issued or renewed to a licensee until the licensee acknowledges in writing that they have read and understood this Article/Chapter, that they have

reviewed the FDA's Guidance on Tobacco Retailer Training Programs, available at <https://www.fda.gov/regulatory-information/search-fda-guidance-documents/tobacco-retailer-training-programs>, and that they have a documented training program in place to ensure employee compliance with this Article/Chapter, Illinois law and federal law.

Upon completion of the foregoing requirements, approval by the Village Board of the application, and payment of the required license fee, the Village Clerk shall issue a Retail Tobacco License to the applicant. Each Retail Tobacco License shall be prominently displayed at all times in a publicly visible location at the licensed premises.

Sec. 11-256. PROHIBITED ACTIVITIES.

- A. No person, with or without a license, or officer, associate, member, representative, agent or employee of a licensee shall sell, offer for sale, give away or deliver Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs to a person under the age of twenty-one (21) years.
- B. No licensee shall sell or permit to be sold, given away or delivered any Tobacco Product, Alternative Nicotine Product, Electronic Cigarette, Tobacco Accessory, or Smoking Herb to an individual appearing to be younger than the age of thirty (30) without requesting and examining a government-issued, non-expired photographic identification that establishes the person to be twenty-one (21) years of age or older.
- C. It shall be unlawful for any person to sell, offer for sale, give away or deliver Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs within one hundred (100) feet of any school, childcare facility or other building used for education or recreational programs for persons under the age of twenty-one (21) years. In the event premises engaged in retail sale of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs prior to adoption of this Article/Chapter are located in technical violation of this Section, the premises will be considered to have legal non-conforming status, which will remain intact as long as a Retail Tobacco License is obtained for the premises within sixty (60) days of adoption of this Article/Chapter, the License is renewed without lapse or permanent revocation, and the business does not cease operation or substantially change its operations.
- D. It shall be unlawful for any licensee, officer, associate, member, representative, agent or employee of such licensee to engage, employ or permit any person under twenty-one (21) years of age to sell Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs in any licensed premises.
- E. It shall be unlawful for any person under the age of twenty-one (21) years to purchase Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs or to misrepresent their identity or age or to use any false or altered identification for the purpose of purchasing Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories or Smoking Herbs. This provision shall not apply to any person under the age of twenty-one (21) who purchases or attempts to

purchase Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs as a member of a tobacco enforcement program.

- F. [OPTIONAL] It shall be unlawful for any person under the age of twenty-one (21) years to possess any Tobacco Product, Alternative Nicotine Product, Electronic Cigarette, Tobacco Accessory, or Smoking Herb provided that the possession by a person under the age of twenty-one (21) years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.
- G. [OPTION 1] Vending Machines or any other device for the sale or distribution of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs are prohibited within the corporate limits of the Village.
- [OPTION 2: COMPLIES WITH 720 ILCS 675/1(b)] Vending machines or any other device for the sale or distribution of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs are prohibited except in places where persons under twenty-one (21) years of age are not permitted at any time or places where alcoholic beverages are sold and consumed on the premises and the vending machine operation is under the direct supervision of the owner or manager.
- H. It shall be unlawful for any licensee to sell, offer for sale, give away or deliver Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs to any person in any manner which violates federal or state law. The violation of such federal or state laws by the licensee shall also be deemed a violation of this Article/Chapter.
- I. It shall be unlawful for any licensee to sell, offer for sale, give away or deliver any Tobacco Product, Alternative Nicotine Product, or Electronic Cigarette to any consumer unless the product is sold in the original manufacturer's packaging intended for sale to consumers and conforms to all applicable federal labeling requirements.

Sec. 11-257. WARNING SIGNS.

Signs informing the public of the age restrictions provided herein and of surgeon general warnings shall be posted by every licensee at or near every display of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, and Smoking Herbs. Each sign shall be plainly visible and shall state:

1. SALE OF TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, ELECTRONIC CIGARETTES, TOBACCO ACCESSORIES AND SMOKING HERBS TO PERSONS UNDER 21 YEARS OF AGE OR THE MISREPRESENTATION OF AGE TO PROCURE SUCH A SALE IS PROHIBITED BY LAW.
2. SURGEON GENERAL'S WARNING: SMOKING BY PREGNANT WOMEN MAY RESULT IN FETAL INJURY, PREMATURE BIRTH, AND LOW BIRTH WEIGHT.

The text of such signs must be in red letters on a white background and said letters must be at least one-half inch (1/2") in height.

Sec. 11-258. STORAGE OF PRODUCTS; INSPECTIONS.

- A. All Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, and Smoking Herbs shall be stored and offered for sale only from counters or in locked cases which shall not be readily accessible to persons under the age of twenty-one (21) years.
- B. The tobacco commissioner, or anyone designated by the tobacco commissioner, shall be permitted to inspect and examine all licensed premises under this Article/Chapter to determine whether the Village ordinances and state and federal laws relating to the operation of the licensee are being complied with and observed. Every licensee shall permit and cooperate fully with any inspection.

Sec. 11-259. RESPONSIBILITY OF LICENSEE FOR AGENTS AND EMPLOYEES.

Every act or omission of any nature constituting a violation of any provisions of this Article/Chapter by any officer, director, manager, or other agent or employee of any licensee shall be deemed and held to be the act of such licensee; and such licensee shall be punishable in the same manner as if such act or omission had been committed by the licensee personally.

Sec. 11-260. TOBACCO COMMISSION; SUSPENSION OR REVOCATION OF LICENSE; FINES; COSTS.

- A. The Local Liquor Control Commissioner shall serve as the Village tobacco commissioner and shall be charged with the administration of this Article/Chapter and of such other ordinances relating to sales and licensing of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, and Smoking Herbs as may be from time to time enacted by the Village Board. A tobacco commission is created which shall be composed of the same members as the Local Liquor Control Commission.
- B. The tobacco commissioner, after a hearing conducted by the tobacco commission, may suspend or revoke any license issued under this Article/Chapter if he or she determines that the licensee has violated any of the provisions of this Article/Chapter. In lieu of suspension or revocation, the tobacco commissioner may instead levy a fine on the licensee, which shall be not less than one hundred dollars (\$100.00) or more than seven hundred fifty dollars (\$750.00) for each violation. Each day that a violation occurs or is permitted to continue shall constitute a separate violation.
- C. No license issued under this Article/Chapter shall be suspended or revoked and no fine shall be issued except after a public hearing by the tobacco commission affording the licensee the opportunity to appear and defend against the charges.
- D. If the tobacco commission determines after such hearing that the license should be revoked or suspended or that the licensee should be fined, the tobacco commission shall recommend

to the tobacco commissioner the amount of the fine, the period of suspension or that the license be revoked.

- E. If the tobacco commission determines that a licensee has violated any of the provisions of this Article/Chapter, the licensee shall pay to the Village the costs of the hearing before the tobacco commission on such violation, which may include attorney's fees incurred by the Village, court reporter fees, the cost of preparing and mailing notices and orders, and other miscellaneous expenses incurred by the Village. Such costs shall be in addition to any fine imposed.
- F. The licensee shall pay such costs and any fine imposed to the Village within thirty (30) days of notification of the costs and fines by the tobacco commissioner. Failure to pay such costs and/or fines within thirty (30) days of notification is a violation of this Article/Chapter and may be cause for license suspension or revocation or imposition of a fine.
- G. All decisions of the tobacco commissioner are appealable to the 17th Judicial Circuit Court in Winnebago County as provided by the Illinois Administrative Review Law.

Sec. 11-261. PENALTY.

Any person, firm or corporation violating any of the provisions of this Article/Chapter shall be fined not less than one hundred dollars (\$100.00) or more than seven hundred fifty dollars (\$750.00) for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

SECTION THREE. The various portions of this Ordinance are hereby expressly declared to be severable and the invalidity of any portion of this Ordinance shall not affect the validity of any other portions of this Ordinance, which shall be enforced to the fullest extent possible.

SECTION FOUR. All ordinances or portions of ordinances previously passed or adopted by the Village of Roscoe that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION FIVE. This Ordinance shall be in full force and effect on _____.

PASSED THIS _____ day of _____, 20_____.

AYES: _____

NAYS: _____

ABSTENTIONS: _____

ABSENT: _____

APPROVED THIS _____ day of _____, 2025.

Village President

ATTEST:

Clerk

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 2.

Agenda Item: Initial Discussion – Consideration of a Tobacco Retailer Licensing Ordinance

Date: October 2, 2025

Meeting: Village Board – 10/7/2025

Prepared by: Josef Kurlinkus

Department: Administration

Overview/Background Information

In 2022, the Winnebago County Health Department prepared a model tobacco retailer license ordinance and supporting white paper recommending that municipalities adopt licensing requirements for the retail sale of tobacco, alternative nicotine products, and electronic cigarettes. At that time, the Village of Roscoe did not move forward with adoption.

Since then, local school districts have reported an uptick in the use of tobacco, CBD, and THC-related products by students. While Illinois law sets the minimum purchase age at 21, recent reports suggest that underage individuals continue to obtain these products.

Currently, enforcement within the Village consists primarily of police investigations into sales of tobacco (and alcohol) to minors. These cases typically result in citations issued to store clerks, carrying only minimal fines. The retail establishments themselves face limited consequences under the current system.

Key Issues

Creating a local retail tobacco license—similar to the Village’s existing liquor licensing framework—would allow the Village to:

- Place accountability directly on the retail establishment rather than only the employee.
- Establish harsher penalties, including suspension or revocation of the license, for violations.
- Require documented training programs for retail employees.
- Provide stronger tools for enforcement to discourage sales to minors.

The 2022 Winnebago County Health Department white paper noted that tobacco use remains a significant health issue:

- **21% of adults** in Winnebago County reported smoking in 2021, compared to 16% statewide.
- In the 2020 Illinois Youth Survey, **6% of 8th graders, 14% of 10th graders, and 17% of 12th graders** in Winnebago County reported recent use of e-cigarettes or vaping products.
- Smoking is a modifiable behavior that requires coordinated community and policy-level interventions

The attached model ordinance provides a framework for a licensing system that:

- Requires a retail tobacco license to sell tobacco, nicotine, or vaping products.
- Establishes license application and renewal procedures.
- Requires the display of warning signage and employee training.
- Prohibits sales to individuals under 21 and requires ID checks for individuals appearing under 30.
- Provides for suspension, revocation, and fines through a local “Tobacco Commissioner” (often assigned to the Liquor Commissioner).

Fiscal Note/Budget Impact

Item # 2.

The ordinance would allow the Village to establish an annual license fee (amount to be determined). This could provide a modest revenue stream to offset administrative and enforcement costs.

Action Required/Recommendation

Staff is presenting this item for **initial Board discussion only**. The Board is asked to review the model ordinance and provide direction on whether to proceed with drafting a Village of Roscoe tobacco retailer licensing ordinance, including discussion of:

- Classification of Tobacco Retailer Licenses (e.g. High Volume / Low Volume Retailer)
- Appropriate license fee structure.
- Potential inclusion of optional provisions (e.g., sales near schools, vending machine restrictions).

Attachments

1. Model Ordinance – Retail Licensing (Winnebago County Health Department, 2022)
2. White Paper – Model Retail Tobacco License Ordinance (Winnebago County Health Department, 2022)



Model Retail Tobacco License Ordinance White Paper | 2022

Background

Tobacco use is the leading cause of preventable disease, disability, and death in the United States (CDC, 2022). In Winnebago County, 21% of adults smoked tobacco in 2021. In 2020, a total of 3,869 students in Winnebago County 8th, 10th, and 12th grades participated in the Illinois Youth Survey (IYS). When asked about their use of cigarettes over the past 30 days, 1% of 8th graders, 2% of 10th graders, and 2% of 12th graders acknowledged having used. When asked about use of E-cigarettes or other vaping products over the past 30 days, 6% of 8th graders, 14% of 10th graders, and 17% of 12th graders acknowledged having used.

Purpose of a Retail Tobacco License Ordinance

Protect the public health, safety, and welfare by reducing the number of individuals, in particular individuals under the age of 21, who use tobacco products, alternative nicotine products, and electronic cigarettes from illness and premature death.

Ordinance Provisions

The proposed Model Ordinance contains the following provisions:

- Requires a retail tobacco license to sell tobacco products, alternative nicotine products, and electronic cigarettes within Village/City limits.
- Creates a license application process and identifies individuals/entities that would be prohibited from obtaining a license.
- Requires a documented training program for employees.
- Establishes an annual license with the fee to be determined by the Village/City.
- Requires the display of tobacco licenses and warning signs in a publicly visible location.
- Prohibits:
 - Sale of tobacco products, alternative nicotine products, electronic cigarettes, tobacco accessories or smoking herbs to anyone under the age of 21 years;
 - Sale to anyone appearing to be under age 30 without checking identification;
 - Sale within 100 feet of any school, childcare facility or other building used for education or recreational programs for persons under the age of 21 years *[Optional]*.
 - Vending machines that sell tobacco products, alternative nicotine products, electronic cigarettes, tobacco accessories or smoking herbs *[Can be modified to permit vending machines in places where persons under 21 are not allowed]*.
- Requires employees to be 21 years of age to sell tobacco products, alternative nicotine products, electronic cigarettes, tobacco accessories or smoking herbs *[Legal age is 16]*.
- Requires tobacco products, alternative nicotine products, electronic cigarettes, tobacco accessories, and smoking herbs to be stored in areas not readily accessible to persons under the age of 21.
- Creates a tobacco commission/tobacco commissioner to administer the ordinance, including holding hearings, suspending/revoking licenses, and issuing fines *[Optional]*.

**[MODEL]
ORDINANCE
of the
VILLAGE/CITY OF _____**

**AN ORDINANCE LICENSING RETAILERS OF TOBACCO PRODUCTS,
ALTERNATIVE NICOTINE PRODUCTS, AND ELECTRONIC CIGARETTES IN THE
VILLAGE/CITY OF _____**

WHEREAS, approximately 480,000 people die in the United States from smoking-related diseases and exposure to secondhand smoke every year, making tobacco use the leading preventable cause of death in the United States; and

WHEREAS, substantial scientific evidence exists to show that tobacco use causes cancer, heart disease, stroke, lung diseases, and chronic obstructive pulmonary disease (COPD) and increases risk for tuberculosis, certain eye diseases, and immune system issues; and

WHEREAS, the federal Family Smoking Prevention and Tobacco Control Act was signed into law in 2009, giving the United States Food and Drug Administration (FDA) the authority to regulate the manufacture, distribution, and marketing of tobacco products; and

WHEREAS, Congress made numerous findings in support of the Family Smoking Prevention and Tobacco Control Act, including the following:

- The use of tobacco products by the Nation's children is a pediatric disease of considerable proportions that results in new generations of tobacco-dependent children and adults; and
- Virtually all new users of tobacco products are under the minimum legal age to purchase such products; and
- An overwhelming majority of Americans who use tobacco products begin using such products while they are minors and become addicted to nicotine in those products before reaching the age of 18; and

WHEREAS, nicotine use in youths has been shown to impact learning, memory and attention and to increase risk of future addiction to other drugs; and

WHEREAS, according to the United States Surgeon General's Advisory on E-cigarette Use Among Youth from 2018, electronic cigarettes have been the most commonly used tobacco product by youths since 2014; and

WHEREAS, tobacco use continues to be an urgent public health issue in Illinois, as evidenced by the following statistics from the Centers for Disease Control and Prevention:

- 14.5% of adults in Illinois smoked cigarettes in 2019.
- 18,300 adults in Illinois die from smoking-related illnesses each year.
- \$5.5 billion was spent on healthcare costs due to smoking in Illinois in 2019.
- 22.7% of Illinois high school students reported currently using a tobacco product in 2019, including electronic cigarettes.

WHEREAS, according to the 2021 County Health rankings for the State of Illinois, published by the University of Wisconsin Population Health Institute, 21% of adults in Winnebago County, Illinois, smoked in 2021, as compared to 16% of adults in the State of Illinois; and

WHEREAS, the 2020 Illinois Youth Survey for Winnebago County, Illinois, found that within 12 months prior to completing the survey: 1) 3% of 8th graders, 3% of 10th graders, and 5% of 12th graders reported smoking cigarettes; and 2) 10% of 8th graders, 22% of 10th graders, and 24% of 12th graders reported using e-cigarettes or other vaping products; and

WHEREAS, the Youth Survey further learned that of tobacco users in Winnebago County, 16% of 8th graders, 24% of 10th graders, and 42% of 12th graders reported purchasing tobacco products from a gas station, store or mall; and

WHEREAS, the Youth Survey also found that of e-cigarette and vaping products' users in Winnebago County, 7% of 8th graders, 16% of 10th graders, and 34% of 12th graders reported purchasing them from a gas station, store or mall; and

WHEREAS, effective July 1, 2019, the minimum age for purchasing tobacco products, alternative nicotine products, electronic cigarettes, tobacco accessories, and smoking herbs in the State of Illinois was increased to twenty-one (21) years old; and

WHEREAS, the Village Board/City Council finds that the health hazards associated with the use of tobacco products, alternative nicotine products, and electronic cigarettes are well-documented and substantiated and that use of these products adversely affects the health of the residents of the Village/City; and

WHEREAS, the Village Board/City Council finds that the Village/City has a substantial interest in reducing the number of individuals of all ages who use tobacco products, alternative nicotine products, and electronic cigarettes, and a particular interest in protecting adolescents from tobacco dependency and the illnesses and premature death associated with tobacco use; and

WHEREAS, the Village Board/City Council finds that a local licensing system for tobacco retailers is necessary and appropriate to protect the public health, safety, and welfare of the residents of the Village/City of ____; and

WHEREAS, the following provisions of Illinois law authorize the Village/City to enact a local retail tobacco licensing ordinance:

- Section 11-20-3 of the Illinois Municipal Code, 65 ILCS 5/11-20-3, authorizes municipalities to provide for and regulate the inspection of tobacco; and
- Section 11-20-5, 65 ILCS 5/11-20-5, permits municipalities do all acts and make all regulations necessary for the promotion of health or the suppression of diseases; and
- Section 11-1-1, 65 ILCS 5/11-1-1, allows municipalities to pass and enforce all necessary police ordinances; and

WHEREAS, the Village Board/City Council finds that a local licensing system for tobacco retailers will help ensure that retailers comply with the federal Family Smoking Prevention and Tobacco Control Act, the Illinois Prevention of Tobacco Use by Persons under 21 Year of Age and Sale and Distribution of Tobacco Products Act, the Illinois Preventing Youth Vaping Act, the Illinois Prevention of Cigarette and Electronic Cigarette Sales to Persons under 21 Years of Age Act, and the Illinois Tobacco Accessories and Smoking Herbs Control Act; and

WHEREAS, the Village Board/City Council expressly declares that the enactment of this Ordinance directly pertains to, and is in furtherance of, the health, welfare and safety of the residents of the Village/City, and in particular those residents who are under twenty-one (21) years of age.

NOW, THEREFORE, BE IT ORDAINED by the Village Board/City Council of the Village/City of ____ as follows:

SECTION ONE. The above recitals are incorporated herein and made a part hereof.

SECTION TWO. Article/Chapter ____ of the Village/City of ____ Code of Ordinances is hereby amended to read as follows:

Sec. __. DEFINITIONS. The following words and phrases, whenever used in this Article/Chapter, shall have the meanings set forth in this section, unless the context clearly requires otherwise:

Alternative Nicotine Product means a product or device not consisting of or containing tobacco that provides for the ingestion into the body of nicotine, whether by chewing, smoking, absorbing, dissolving, inhaling, snorting, sniffing, or by any other means.

Electronic Cigarette means:

- (1) Any device that employs a battery or other mechanism to heat a solution or substance to product a vapor or aerosol intended for inhalation;
- (2) Any cartridge or container of a solution or substance intended to be used with or in the device or to refill the device; or

(3) Any solution or substance, whether or not it contains nicotine, intended for use in the device.

Electronic Cigarette includes, but is not limited to, any electronic nicotine delivery system, electronic cigar, electronic cigarillo, electronic pipe, electronic hookah, vape pen, or similar product or device, and any components or parts that can be used to build the product or device.

Electronic Cigarette does not include any product approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, that is being marketed and sold solely for that approved purpose; any asthma inhaler prescribed by a physician for that condition and being marketed and sold solely for that approved purpose; or any therapeutic product approved for use under the Compassionate Use of Medical Cannabis Pilot Program Act.

Person means any natural person, company, corporation, cooperative association, firm, partnership, business, organization, or other legal entity.

Retail Tobacco License means a license issued by the Village/City to a Person to engage in the sale of Tobacco Products, Alternative Nicotine Products, and/or Electronic Cigarettes in the Village/City.

Smoking Herbs means all substances of plant origin and their derivatives, including but not limited to broom, calea, California poppy, damiana, hops, ginseng, lobelia, jimson weed and other members of the Datura genus, passion flower and wild lettuce, which are processed or sold primarily for use as smoking materials.

Tobacco Accessories means any cigarette papers, pipes, holders of smoking materials of all types, cigarette rolling machines, and other items designed primarily for the smoking or ingestion of tobacco products or of substances made illegal under any ordinance or statute or of substances whose sale, gift, barter, or exchange is made unlawful under any ordinance or statute.

Tobacco Product means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. *Tobacco Product* includes any component, part, or accessory of a tobacco product, whether or not sold separately.

Vending Machine means any mechanical, electric or electronic, self-service device which, upon insertion of money, tokens or any other form of payment, dispenses Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, and/or Smoking Herbs.

Sec. __. RETAIL TOBACCO LICENSE REQUIRED.

- A. No Person shall sell, offer for sale, or permit the sale of Tobacco Products, Alternative Nicotine Products, or Electronic Cigarettes to consumers within the corporate limits of the Village/City without a valid Retail Tobacco License issued by the Village/City. A Retail Tobacco License is not required for a wholesale dealer who sells to retail dealers for the purpose of resale only and does not sell any Tobacco Products, Alternative Nicotine Products, or Electronic Cigarettes directly to consumers.
- B. All Retail Tobacco Licenses issued pursuant to this section are nontransferable and non-assignable and are valid only for the applicant and the specific address listed on the Retail Tobacco License. No license may issue for other than a fixed location. A separate Retail Tobacco License is required for each address at which Tobacco Products, Alternative Nicotine Products, or Electronic Cigarettes are sold or offered for sale. Any change in business ownership or business address requires a new Retail Tobacco License.

Sec. __. LICENSE APPLICATION.

- A. Application for a Retail Tobacco License hereunder shall be in writing to the Village/City Clerk, on the application form provided by the Village/City, signed by the applicant, if an individual, or by at least two members of a partnership, if the applicant is a partnership, or if the applicant is a corporation, then by the president and secretary thereof, verified by oath or affidavit of the signers, and shall contain the following:
 - 1. The name, date of birth and address of the applicant in the case of an individual; in the case of a partnership, the persons entitled to share in five percent (5%) or more of the profits thereof; and in the case of a corporation, the date of incorporation, the state of incorporation, the objects for which it was organized, the names and addresses of the officers and directors, and the names and addresses of all persons owning more than five percent (5%) of the stock, along with a copy of the corporate charter currently on file with the Illinois Secretary of State;
 - 2. If an individual, the citizenship of the applicant, their place of birth, and, if a naturalized citizen, the time and place of their naturalization;
 - 3. The character of business of the applicant;
 - 4. The length of time that the applicant has been in business of that character;
 - 5. If the business is to be run by a manager or agent, the name, date of birth, and address of the manager or agent;
 - 6. If a partnership, the date of formation of the partnership;
 - 7. The applicant's current state tobacco license number from the Illinois Department of Revenue;
 - 8. The location and description of the premises or place of business which is to be operated under the license;

9. A statement that the applicant owns the premises to be operated under the license or has a lease for the premises for the full period of the license;
 10. A statement whether the applicant has made a similar application for a similar or other license on premises other than described in the application and the disposition of such application;
 11. A statement that the applicant has never been convicted of a felony and is not disqualified to receive a license by reason of any matter or thing contained in this article/chapter or any ordinance or statute;
 12. Whether a previous license issued to the applicant by any state or subdivision thereof, or by the federal government, has been revoked and the reasons therefore;
 13. A statement that the applicant will not violate any of the laws of the state or of the United States or any ordinance of the Village/City in the conduct of its business; and
 14. A statement that the applicant has, or is eligible for and will obtain, any license from the State of Illinois that is required by applicable statute or departmental regulation.
- B. A licensee shall inform the Village/City in writing of any material change in the information submitted on an application for a Retail Tobacco License within ten (10) business days of the change.
- C. No license shall be granted to:
1. A person who is not a citizen or lawful permanent resident of the United States.
 2. A person who knowingly provides inaccurate or false information in the license application.
 3. A person who has been convicted of a felony under any federal or state law, unless the Village Board/City Council determines that such person has been sufficiently rehabilitated to warrant the public trust. The burden of proof of sufficient rehabilitation shall be on the applicant.
 4. A person who has been convicted of pandering or any other crime or misdemeanor opposed to decency and morality.
 5. A person who at the time of application for renewal of any license issued would not be eligible for a license upon a first application.
 6. A partnership, if any general partner or limited partner thereof, owning more than five percent (5%) of the aggregate interest in such partnership would not be eligible to receive a license hereunder for any reason.
 7. A corporation, if any officer, manager or director thereof, or any stockholder owning in the aggregate more than five percent (5%) of the stock of such corporation, would not be eligible to receive a license hereunder for any reason other than citizenship.
 8. A corporation unless it is incorporated in Illinois or is qualified under the Business Corporation Act of 1983, 805 ILCS 5/1.01 *et seq.*, to transact business in Illinois.
 9. A person whose place of business is conducted by a manager or agent unless the manager or agent possesses the same qualifications as those required of the applicant.
 10. A person who does not beneficially own the premises for which a license is sought, or does not have a lease thereon for the full period of the license to be issued.

11. A person who does not qualify for a state license, in the event such a license is required by applicable statute or departmental regulation.

Sec. __. LICENSE FEE; TERM.

- A. The annual fee for a Retail Tobacco License shall be \$_____. The full license fee shall be paid at the time the application is submitted. In the event a license is denied, the license fee shall be refunded to the applicant, less a fifty-dollar (\$50.00) processing fee.
- B. All Retail Tobacco Licenses shall be valid for a term of one (1) year and shall terminate on the ____ day of (month) next following issuance of the license, except that any license issued for a portion of a year shall have a term of less than one (1) year and the term thereof shall terminate on the ____ day of (month) next following issuance of the license.

Sec. __. ISSUANCE AND DISPLAY OF LICENSE.

No Retail Tobacco License shall be issued or renewed to a licensee until the licensee acknowledges in writing that they have read and understood this Article/Chapter, that they have reviewed the FDA's Guidance on Tobacco Retailer Training Programs, available at <https://www.fda.gov/regulatory-information/search-fda-guidance-documents/tobacco-retailer-training-programs>, and that they have a documented training program in place to ensure employee compliance with this Article/Chapter, Illinois law and federal law.

Upon completion of the foregoing requirements, approval by the Village Board/City Council of the application, and payment of the required license fee, the Village/City Clerk shall issue a Retail Tobacco License to the applicant. Each Retail Tobacco License shall be prominently displayed at all times in a publicly visible location at the licensed premises.

Sec. __. PROHIBITED ACTIVITIES.

- A. No person, with or without a license, or officer, associate, member, representative, agent or employee of a licensee shall sell, offer for sale, give away or deliver Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs to a person under the age of twenty-one (21) years.
- B. No licensee shall sell or permit to be sold, given away or delivered any Tobacco Product, Alternative Nicotine Product, Electronic Cigarette, Tobacco Accessory, or Smoking Herb to an individual appearing to be younger than the age of thirty (30) without requesting and examining a government-issued, non-expired photographic identification that establishes the person to be twenty-one (21) years of age or older.
- C. [OPTIONAL] It shall be unlawful for any person to sell, offer for sale, give away or deliver Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs within one hundred (100) feet of any school, childcare facility or other building used for education or recreational programs for persons under the age of twenty-one (21) years. In the event premises engaged in retail sale of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or

Smoking Herbs prior to adoption of this Article/Chapter are located in technical violation of this Section, the premises will be considered to have legal non-conforming status, which will remain intact as long as a Retail Tobacco License is obtained for the premises within sixty (60) days of adoption of this Article/Chapter, the License is renewed without lapse or permanent revocation, and the business does not cease operation or substantially change its operations.

- D. [CAN BE MODIFIED: RECOMMENDED AGE IS 21, BUT LEGAL AGE TO SELL IS 16 – 720 ILCS 675/1(a-5)] It shall be unlawful for any licensee, officer, associate, member, representative, agent or employee of such licensee to engage, employ or permit any person under twenty-one (21) years of age to sell Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs in any licensed premises.
- E. It shall be unlawful for any person under the age of twenty-one (21) years to purchase Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs or to misrepresent their identity or age or to use any false or altered identification for the purpose of purchasing Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories or Smoking Herbs. This provision shall not apply to any person under the age of twenty-one (21) who purchases or attempts to purchase Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs as a member of a tobacco enforcement program.
- F. [OPTIONAL] It shall be unlawful for any person under the age of twenty-one (21) years to possess any Tobacco Product, Alternative Nicotine Product, Electronic Cigarette, Tobacco Accessory, or Smoking Herb provided that the possession by a person under the age of twenty-one (21) years under the direct supervision of the parent or guardian of such person in the privacy of the parent's or guardian's home shall not be prohibited.
- G. [OPTION 1] Vending Machines or any other device for the sale or distribution of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs are prohibited within the corporate limits of the Village/City.

[OPTION 2: COMPLIES WITH 720 ILCS 675/1(b)] Vending machines or any other device for the sale or distribution of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs are prohibited except in places where persons under twenty-one (21) years of age are not permitted at any time or places where alcoholic beverages are sold and consumed on the premises and the vending machine operation is under the direct supervision of the owner or manager.
- H. It shall be unlawful for any licensee to sell, offer for sale, give away or deliver Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, or Smoking Herbs to any person in any manner which violates federal or state law. The violation of such federal or state laws by the licensee shall also be deemed a violation of this Article/Chapter.

- I. It shall be unlawful for any licensee to sell, offer for sale, give away or deliver any Tobacco Product, Alternative Nicotine Product, or Electronic Cigarette to any consumer unless the product is sold in the original manufacturer's packaging intended for sale to consumers and conforms to all applicable federal labeling requirements.

Sec. __. WARNING SIGNS.

Signs informing the public of the age restrictions provided herein and of surgeon general warnings shall be posted by every licensee at or near every display of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, and Smoking Herbs. Each sign shall be plainly visible and shall state:

1. SALE OF TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, ELECTRONIC CIGARETTES, TOBACCO ACCESSORIES AND SMOKING HERBS TO PERSONS UNDER 21 YEARS OF AGE OR THE MISREPRESENTATION OF AGE TO PROCURE SUCH A SALE IS PROHIBITED BY LAW.
2. SURGEON GENERAL'S WARNING: SMOKING BY PREGNANT WOMEN MAY RESULT IN FETAL INJURY, PREMATURE BIRTH, AND LOW BIRTH WEIGHT.

The text of such signs must be in red letters on a white background and said letters must be at least one-half inch (1/2") in height.

Sec. __. STORAGE OF PRODUCTS; INSPECTIONS.

- A. All Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, and Smoking Herbs shall be stored and offered for sale only from counters or in locked cases which shall not be readily accessible to persons under the age of twenty-one (21) years.
- B. The tobacco commissioner, or anyone designated by the tobacco commissioner, shall be permitted to inspect and examine all licensed premises under this Article/Chapter to determine whether the Village/City ordinances and state and federal laws relating to the operation of the licensee are being complied with and observed. Every licensee shall permit and cooperate fully with any inspection.

Sec. __. RESPONSIBILITY OF LICENSEE FOR AGENTS AND EMPLOYEES.

Every act or omission of any nature constituting a violation of any provisions of this Article/Chapter by any officer, director, manager, or other agent or employee of any licensee shall be deemed and held to be the act of such licensee; and such licensee shall be punishable in the same manner as if such act or omission had been committed by the licensee personally.

Sec. __. TOBACCO COMMISSION; SUSPENSION OR REVOCATION OF LICENSE; FINES; COSTS.

- A. The Local Liquor Control Commissioner shall serve as the Village/City tobacco commissioner and shall be charged with the administration of this Article/Chapter and of such other ordinances relating to sales and licensing of Tobacco Products, Alternative Nicotine Products, Electronic Cigarettes, Tobacco Accessories, and Smoking Herbs as may be from time to time enacted by the Village Board/City Council. A tobacco commission is created which shall be composed of the same members as the Local Liquor Control Commission.
- B. The tobacco commissioner, after a hearing conducted by the tobacco commission, may suspend or revoke any license issued under this Article/Chapter if he or she determines that the licensee has violated any of the provisions of this Article/Chapter. In lieu of suspension or revocation, the tobacco commissioner may instead levy a fine on the licensee, which shall be not less than one hundred dollars (\$100.00) or more than seven hundred fifty dollars (\$750.00) for each violation. Each day that a violation occurs or is permitted to continue shall constitute a separate violation.
- C. No license issued under this Article/Chapter shall be suspended or revoked and no fine shall be issued except after a public hearing by the tobacco commission affording the licensee the opportunity to appear and defend against the charges.
- D. If the tobacco commission determines after such hearing that the license should be revoked or suspended or that the licensee should be fined, the tobacco commission shall recommend to the tobacco commissioner the amount of the fine, the period of suspension or that the license be revoked.
- E. If the tobacco commission determines that a licensee has violated any of the provisions of this Article/Chapter, the licensee shall pay to the Village/City the costs of the hearing before the tobacco commission on such violation, which may include attorney's fees incurred by the Village/City, court reporter fees, the cost of preparing and mailing notices and orders, and other miscellaneous expenses incurred by the Village/City. Such costs shall be in addition to any fine imposed.
- F. The licensee shall pay such costs and any fine imposed to the Village/City within thirty (30) days of notification of the costs and fines by the tobacco commissioner. Failure to pay such costs and/or fines within thirty (30) days of notification is a violation of this Article/Chapter and may be cause for license suspension or revocation or imposition of a fine.
- G. All decisions of the tobacco commissioner are appealable to the 17th Judicial Circuit Court in Winnebago County as provided by the Illinois Administrative Review Law.

Sec. __. PENALTY.

Any person, firm or corporation violating any of the provisions of this Article/Chapter shall be fined not less than one hundred dollars (\$100.00) or more than seven hundred fifty dollars (\$750.00) for each offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

SECTION THREE. The various portions of this Ordinance are hereby expressly declared to be severable and the invalidity of any portion of this Ordinance shall not affect the validity of any other portions of this Ordinance, which shall be enforced to the fullest extent possible.

SECTION FOUR. All ordinances or portions of ordinances previously passed or adopted by the Village/City of ____ that conflict with or are inconsistent with the provisions of this Ordinance are hereby repealed.

SECTION FIVE. This Ordinance shall be in full force and effect on ____.

DRAFT

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 3.

Agenda Item: Ordinance Amending the Village of Roscoe Code Chapter 155 Zoning Regulations

Date: October 14, 2025

Meeting: COTW DATE 10/21/2025

Prepared by: Attorney Tom Green

Department: Admin

Overview/Background Information

The Village has, consistent with changes to its Main Street corridor, presented the ZBA with a proposed Zoning Text Amendment: Main Street Zoning District. The attached Ordinance will make the changes to Chapter 155 Zoning Regulations consistent with the future development of the corridor.

Key Issues

The Amendment creates two new zoning districts: Main Street Core District and Main Street Edge District. The purposes, rules and requirements of the new districts are provided for within the texted amendments attached.

Fiscal Note/Budget Impact

N/A

Prior Legislative Actions

The ZBA recommended approval unanimously.

Action Required/Recommendation

Review and recommend to the Village Board for passage.

Attachments

- Draft Ordinance with text amendments
- Main Street District Plan, Vandewalle & Associates

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE VILLAGE OF ROSCOE CODE
CHAPTER 155 ZONING REGULATIONS**

WHEREAS, the Village of Roscoe (“Village”) in Chapter 155 of the Village Code provides for Zoning Regulations; and

WHEREAS, the Village desires to amend Chapter 155 to make all necessary changes and amendments to create and provide for Main Street Zoning Districts; and

WHEREAS, attached as Exhibit A to this Ordinance is a document entitled Proposed Zoning Text Amendment: Main Street Zoning Districts;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Roscoe, Winnebago County, Illinois, as follows:

Section 1: The foregoing recitals shall be and are hereby incorporated into and made part of this Ordinance.

Section 2: Section 155 is hereby amended to add new Sections relating to the Main Street Zoning Districts as identified in red on Exhibit A attached hereto.

Section 3: Except as amended in this Ordinance, all other provisions and terms of this Village Code shall remain in full force and effect as previously enacted except that those ordinances, or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: This Ordinance shall be in full force and effect from after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the affirmative vote of the Board of Trustees of the Village of Roscoe this _____ day of _____, 2025.

Ayes: _____

Nays: _____

Absent: _____

Abstentions: _____

APPROVED:

Village President

ATTEST:

Village Clerk

Village of Roscoe

Proposed Zoning Text Amendments: Main Street Zoning Districts

Draft: September 1, 2025

Sec. 15-386. Establishment of districts.

In order to carry out the purposes of this chapter, the following districts are established:

<i>Abbreviation</i>	<i>Title</i>
UT	Urban Transition District
RE	Single-Family Rural Estate Residential District
R1	One-Family Residential District
R2	Two-Family Residential District
RM	Multifamily Residential District
CO	Limited Commercial Office District
CR	Retail and Service Commercial District
CH	Highway Commercial District
CG	General Commercial District
IL	Light Industrial District
IG	General Industrial District
IH	Heavy Industrial District
PC	Public/Conservancy District
HC	Health Care District
PUD	Planned Unit Development Overlay District
<u>MS-C</u>	<u>Main Street – Core District</u>
<u>MS-E</u>	<u>Main Street – Edge District</u>

Sec. 15-408. Residential bulk standards.

All development in residential districts must comply with the requirements in Table 15-408 unless otherwise expressly stated.

Table 15-408. Residential Districts-Bulk and Yard Standards

District	<i>Minimum Site</i>			<i>Development Intensity</i>			<i>Minimum Yards</i>		
	Area	Width Interior Lot	Min. Depth	Max. Height	Max. Lot Coverage	Min. Site Area per DU	Front (1)	Side	Rear
RE	22,000 sf	110 ft.	150 ft.	35 ft	25 percent	22,000 sf	30 ft.	30 ft. in total with a min. of	30 ft.

								10 ft. per side	
R1	9,500 sf	75 ft.	125 ft.	35 ft.	30 percent	9,500 sf	30 ft.	10 ft.	30 ft.
R2	15,000 sf	100 ft.	125 ft.	35 ft.	30 percent	7,500 sf	30 ft.	15 ft.	30 ft.
RM	19,800 sf	100 ft.	125 ft.	35 ft.	30 percent	3,300 sf	30 ft.	15 ft.	30 ft.

(1) The required front yard setback of lots fronting Main Street between Grove Street and Elevator Street or fronting Elevator Street between Highway 251 and Pearl Street shall be a minimum of ~~ten~~ 0 feet and a maximum of 1520 feet.

(Ord. of 3-2-2021, § 155.3.2)

ARTICLE VI. SPECIAL DISTRICT REGULATIONS

Sec. 15-491. Purpose and intent.

- (a) *HC Health Care District.* The HC Health Care District is intended to provide appropriately located areas for medical and health care related uses in a campus-type setting offering health care related services, equipment and products required by residents of the village and its surrounding area.
- (b) *UT Urban Transition District.* The UT Urban Transition District is intended to prevent premature urban development of certain lands on land that may be annexed to the village.
- (c) *PC Public/Conservancy District.* The PC Public/Conservancy District is intended to eliminate the ambiguity of maintaining, in unrelated use districts, areas that are under municipal, public related use, or where the use for public municipal purpose is anticipated to be permanent. Permitted uses shall generally serve the public municipal benefit and may include public or private utilities, parks, and natural features.
- (d) MS-C Main Street – Core. The MS-C Main Street – Core District is intended to provide appropriate flexibilities and standards to promote the development of mixed-use neighborhoods. Development in these areas should place a high priority on walkability, additional housing, accessibility, local and small business uses, and high-quality architectural design.
- (e) MS-E Main Street – Edge. The Main Street – Edge District is intended to act as a companion and buffer to the Main Street – Core zoned areas. This District promotes transition between the higher-density areas along Main Street and the surrounding lower-density residential areas.

(Ord. of 3-2-2021, § 155.6.1)

Sec. 15-492. Special district bulk standards.

All development in industrial districts must comply with the requirements in Table 15-492, unless otherwise expressly stated.

Table 15-492. Special Use Districts-Bulk and Yard Standards

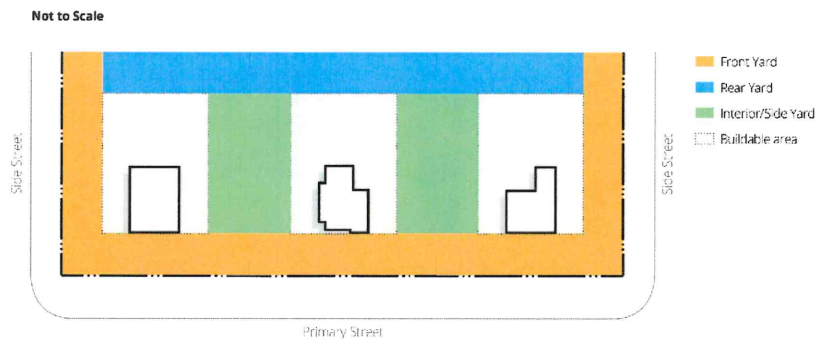
District	Minimum Site			Development Intensity			Minimum Yards		
	Area	Width Interior Lot	Min. Depth	Max. Height	Max. Lot Coverage	Min. Site Area per DU	Front	Side	Rear
UT	5 acres	300 ft.	—	35 ft.	—	5 acres	½ ROW	25 ft.	75 ft.
HC	10 acres	200 ft.		120 ft.	60 percent		½ ROW up to max of 60 ft. ⁽¹⁾	10 ft. ⁽¹⁾	10 ft.
P				55 ft.			30 ft.	20 ft.	20 ft.
MS-C	None	None	None	4 stories ⁽⁴⁾	80 percent	None	None ⁽³⁾	None ⁽²⁾	None
MS-E	None	None	None	3 stories	75 percent	None	5 ft. ⁽³⁾	0 ft.	15 ft.

(1) 30 feet if abutting R district; additional 1 foot for every 4 feet over 45 feet in height.

(2) Yards adjacent to R districts must maintain a minimum side yard setback of at least 10 feet from the property line.

(3) Principal buildings shall have a maximum setback of 15 feet.

(4) Buildings within the MS-C district are required to be a minimum of 2 stories in height. 4-story buildings within this district are also required to have a step-down to 2 or 3 stories in height at the street level.



Graphic 15-492. Special Use Required Yards
(Ord. of 3-2-2021, § 155.6.2)

Sec. 15-493. Special district permitted uses.

Permitted and special uses lists permitted and special uses for all industrial districts. Many allowed uses, whether permitted by right or as a special use, are subject to compliance with article VIII of this chapter.

- (1) *Permitted uses.* A "P" indicates that a use is considered permitted within that district as of right.
- (2) *Special uses.* An "S" indicates that a use is permitted as a special exception in that district upon approval from the village board as required in section 15-780.

Conditional uses. A "C" indicates that a use is permitted as a secondary use as a condition of the primary use being a permitted use under the medical category.

- (3) *Uses not permitted.* A blank space or the absence of the use from the table indicates that use is not permitted within that district. However, a use not identified on the table may be determined by the zoning administrator to be a permitted or special use in the district, based on their evaluation as to whether the proposed use is similar enough in character, intensity, and operations to that of a permitted or special use in the district.

Table 15-493. Special Districts-Permitted and Special Uses

	UT	HC	MS-C	MS-E	PC
Agriculture					
Agricultural, horticultural, forestry	P				P
Horse stables with the privilege to conduct exhibitions	S				S
Residential					
Single-family dwellings	S				S
<u>Cottage Court Developments</u>				<u>S</u>	
<u>Townhouses</u>			<u>S</u>	<u>S</u>	
<u>Two-family dwellings</u>				<u>S</u>	
<u>Multifamily dwellings</u>			<u>P/S*</u>	<u>P/S*</u>	
<u>Mixed-use building</u>			<u>P*</u>	<u>P*</u>	
Mobile home park subject to provisions of section 15-553	S				
Assisted living facility		P			
Independent living facility		P			
Community based senior or independent living facilities		P			
Nursing, retirement, or convalescent facility		P			
Commercial					
Wholesale nursery operations	S				
Banquet/event space	S				P
Bed and breakfast					P
Sale of products produced on the premises only from temporary stands or existing operational structures	S				
Home occupations	P				
Daycare centers	S	P			
Cafe, coffee shop/tea shop		<u>SG</u>	<u>P</u>	<u>P</u>	
Barber/beauty shop		<u>SG</u>	<u>P</u>	<u>P</u>	
Bookstore		<u>SG</u>	<u>P</u>	<u>P</u>	
Flower shop		<u>SG</u>	<u>P</u>	<u>P</u>	

Financial institution		<u>SE</u>	<u>P</u>	<u>S</u>	
Convenience store		<u>SE</u>	<u>P</u>	<u>S</u>	
Restaurant		<u>SE</u>	<u>S</u>	<u>S</u>	S
Bar, tavern, microbrewery, taproom, or tasting room			<u>S</u>	<u>S</u>	S
Auditorium		<u>SE</u>			
Laundry facility		<u>SE</u>	<u>P</u>	<u>S</u>	
Dry cleaning shop		<u>SE</u>	<u>P</u>	<u>S</u>	
Cafeteria operated as part of a hospital, nursing, retirement, or convalescent facility, assisted living facility or independent living facility		P			
Storage and maintenance buildings		<u>SE</u>			
<u>Professional offices</u>			<u>P</u>	<u>P</u>	
<u>Business services</u>			<u>P</u>	<u>P</u>	
<u>Personal services</u>			<u>P</u>	<u>P</u>	
<u>Gift and/or antique shop</u>			<u>P</u>	<u>S</u>	
<u>Retail trade</u>			<u>P</u>	<u>S</u>	
Institutional					
Cemeteries	S				
Place of worship	S	<u>SE</u>			
Educational institution	S				
Educational facilities		<u>SE</u>			
Library			<u>S</u>	<u>S</u>	P
Medical					
Hospital		P			
Hospice		P			
Physician and medical office		P			
Research laboratory facility		P			
Medical laboratory		P			
Other diagnostic facilities, including without limitation those involving radiologic, nuclear, and fluoroscopic modalities		P			
Surgery center		P			
Freestanding emergency room		P			
Urgent and immediate care center		P			
Clinic		P			
Ambulatory care facility (including surgery)		P			
Ambulance service		P			
Optician shop		P			
Medical insurance provider		C			
Optometry office		P			
Family or child advocacy center		P			
Religious/charitable institution		P			
Rehabilitation facility, including without limitation cardiac rehabilitation		P			
Physical/occupational/speech/occupational therapy		P			
Health and fitness facility		P	<u>P</u>	<u>P</u>	

Clubs and associations		P	<u>P</u>	<u>P</u>	
Helicopter pad		P			
Pharmacy		P	<u>P</u>	<u>P</u>	
Durable medical equipment		P			
Community Facilities (Public Service)					
Water filtration plant, pumping station, and water reservoir	S				P
Sewage treatment plan	S				P
Public administrative offices			<u>P</u>	<u>P</u>	P
Public service buildings			<u>P</u>	<u>P</u>	P
Police station	S		<u>P</u>	<u>P</u>	P
Fire station	S		<u>P</u>	<u>P</u>	P
Public utility, radio, television, cell towers					
Public utility offices			<u>P</u>	<u>P</u>	P
Electrical substation and booster stations					P
Municipal towers and weather sirens					
Garages for storage of municipal vehicles used in conjunction with the operation of a permitted use					
Telephone exchange	S				
Electronic substations and booster stations	S				P
Emergency power facility		<u>SE</u>			P
Noncommercial communication antennae		<u>SE</u>			
Energy center or central power plants		<u>SE</u>			P
Recreational					
Parks, forest preserves, and recreational areas (public)	P	P	<u>S</u>	<u>S</u>	P
Community recreation facilities			<u>S</u>	<u>S</u>	P
Conservancy					P
Amusement and recreation services	S				S
Golf course	S				S
Other					
Accessory buildings, structures, and uses located on the same site with a permitted use include barns, stables, coops, tank houses, storage tanks, windmills, silos, other farm outbuildings, private garages and carports, storehouses, garden structures, greenhouses, recreation rooms and hobby shops, and storage of petroleum products for the use of persons residing on the site;	P				P
Food trucks					P
Accessory structures and uses, not including warehouses, on the same site as a permitted use	P				
Service buildings and facilities normally accessory to the permitted use	P				
Ground-mounted and building-mounted earth station dish and terrestrial antennas	S				
Roof-mounted solar collectors	P		<u>S</u>	<u>S</u>	

Municipally owned wells, pumping stations, water towers and reservoirs, and municipally owned telecommunications towers and antennas, provided they are located not less than 50 feet from any lot line	P	P	<u>S</u>	<u>S</u>	P
Utility substation, municipal wells, pumping stations, and towers, provided that the use is not less than 50 feet from any lot line	P	P	<u>S</u>	<u>S</u>	P
Transmitting towers, receiving towers, and relay and microwave towers, and broadcast studios	S	S			S
Solar energy collectors erected as an accessory structure	P	S			S
Any other usual and customary uses accessory to the above permitted uses as determined by the zoning administrator or designee	S	S			S
<u>Accessory Dwelling Unit</u>			<u>S</u>	<u>S</u>	
<u>Accessory Commercial Unit</u>			<u>S</u>	<u>S</u>	

*Uses that utilize pre-approved building plans from the Village may be permitted by-right. Projects that do not utilize these plans shall require a special use permit.

(Ord. of 3-2-2021, § 155.6.3)

Sec. 15-494. Development standards applicable to the HC district.

Hospitals shall, upon application for approval, submit a traffic management plan that identifies preferred routes for emergency responsiveness for review by the village traffic engineer.

(Ord. of 3-2-2021, § 155.6.4)

Sec. 15-495. Development standards applicable to the MS-C district.

Any development occurring within the Main Street – Core District shall conform to the standards set forth in this section.

(1) Uses requiring pre-approved plans.

a. The following uses permitted by-right require that the applicant utilize building plans that have been pre-approved by both the Zoning Board of Appeals and Village Board. Applicants using these pre-approved plans are exempt from Design Review and must submit a site plan to Village staff for approval regarding use, bulk, performance, and landscaping standards.

- i. Multifamily dwellings
- ii. Mixed-use buildings
- iii. Accessory dwelling units
- iv. Accessory commercial units

b. Applicants seeking to develop one of the uses stated in Section 15-495(1)(a) without utilizing one of the pre-approved building plans must apply for both a Special Use Permit and Design Review Approval through the Zoning Board of Appeals.

(2) Design standards for new construction.

- a. Buildings are limited to 4 stories in height, regardless of linear feet.
- b. All façades shall consist of a minimum percentage of windows or doors to allow views into and out of the building's interior and to promote a visual connection to the street and river. The minimum percentage of windows or doors shall include trim but exclude gables.

- i. Ground floor, nonresidential uses: The total area of windows and doors shall comprise a minimum of 25 percent of the ground floor façade area containing the nonresidential use.
- ii. Ground floor, residential uses: The total area of windows and doors shall comprise a minimum of 15 percent of the ground floor façade area containing the residential use.
- iii. Upper floors, all uses: The total area of windows and doors shall comprise a minimum of 15 percent of the total façade area above the ground floor.

c. Building façades.

i. Buildings must either:

- 1. Utilize a building style that clearly creates a base, mid-section, and top element. This can be done with elements such as, but not limited to: change of material, creating bump-out sections for the base, installation of a band or 'belt-line' around the building, and the addition of a roof element such as a cornice.
- 2. Create an undulating and articulated building façade that provides visual interest and variation across all elevations. All rooflines must complement the façade by including distinct design elements, such as gables, cornices, parapets, or slopes, to avoid monotony. Façades shall not exceed 40 feet in length without architectural articulation, which may include:
 - a. Recesses or projections that step back or project a portion of the main façade plane.
 - b. Recesses or projections of upper floors from the ground floor façade plane.
 - c. Vertical division using different textures or materials.
 - d. Division of the façade into individual units through the use of windows, entrances, arcades, porches, decks, balconies, lighting, etc.
 - e. Roof form variations such as the inclusion of dormers, change in roof lines, or change in roof type.

d. Primary entrances shall be oriented with the following hierarchy:

- i. If located along Main Street, the primary entrance shall be oriented towards Main Street.
- ii. If located along Bridge Street (but not Main Street), the primary entrance shall be oriented towards Bridge Street.
- iii. If located along any other street, the primary entrance shall be oriented toward the front yard of the property.

e. The main entrance shall be clearly defined and accentuated through the use of detailing, distinctive materials, and/or colors, projections or recesses, porticos, covered entrances, stoops, or other features as deemed appropriate by the Zoning Administrator.

f. Façades on multiple-tenant buildings should be broken into design elements that reflect individual tenant spaces through staggering of vertical façade planes, window/door groupings, and awnings.

g. Materials.

- i. All elevations in the MS-C district must be comprised of at least 50 percent high-quality materials, as defined in Section 15-752.

h. Pedestrian access.

- i. Sidewalk and pedestrian access shall be provided from the main entrances to parking areas and the public sidewalk.
- ii. If no public sidewalk is currently available, a pedestrian walkway from the main customer entrance to the public street right-of-way shall be provided.

(3) Multiple buildings on the same lot.

- a. Developments such as 'cottage-court' style single-family homes may allow up to 6 homes on a single lot, provided that these homes meet all other applicable standards.

(4) Development at the intersection of Bridge Street and Main Street.

- a. All development that occupies a corner on the intersection of Main Street and Bridge Street must maintain at least 50% ground level commercial space as a mixed-use building.

Sec. 15-496. Development standards applicable to the MS-E District.

Any development occurring within the Main Street – Edge District shall conform to the standards set forth in this section.

(1) Uses requiring pre-approved plans.

- a. The following uses permitted by-right require that the applicant utilize building plans that have been pre-approved by both the Zoning Board of Appeals and Village Board. Applicants using these pre-approved plans are exempt from Design Review and must submit a site plan to Village staff for approval regarding use, bulk, performance, and landscaping standards.
 - i. Multifamily dwellings
 - ii. Mixed-use buildings
 - iii. Accessory dwelling units
 - iv. Accessory commercial units
- b. Applicants seeking to develop one of the uses stated in Section 15-496(1)(a) without utilizing one of the pre-approved building plans must apply for both a Special Use Permit and Design Review Approval through the Zoning Board of Appeals.

(2) Design standards.

- a. Buildings are limited to 3 stories in height.
- b. Building facades.
 - i. Utilize a building style that clearly creates a base, mid-section, and top element. This can be done with elements such as, but not limited to: change of material, creating bump-out sections for the base, installation of a band or 'belt-line' around the building, and the addition of a roof element such as a cornice.
- c. The main entrance shall be clearly defined and accentuated through the use of detailing, distinctive materials, and/or colors, projections or recesses, porticos, covered entrances, stoops, or other features as deemed appropriate by the Zoning Administrator.
- d. Materials.
 - i. All elevations for buildings in the MS-E district must be comprised of at least 50 percent high-quality materials, as defined in Section 15-752.
- e. Pedestrian access.
 - i. Sidewalk and pedestrian access shall be provided from the main entrances to parking areas and the public sidewalk.
 - ii. If no public sidewalk is currently available, a pedestrian walkway from the main customer entrance to the public street right-of-way shall be provided.

(3) Single-family and two-family dwellings.

- a. Any new or proposed homes must have the garage to the home either as a detached accessory building placed in the rear yard of the property or as an alley-loaded garage in the rear yard of the property. In no case should the garage of the home be oriented in the front of the principal home.
- b. Front façades of single-family homes must either include a front porch or stoop to increase pedestrian street engagement.

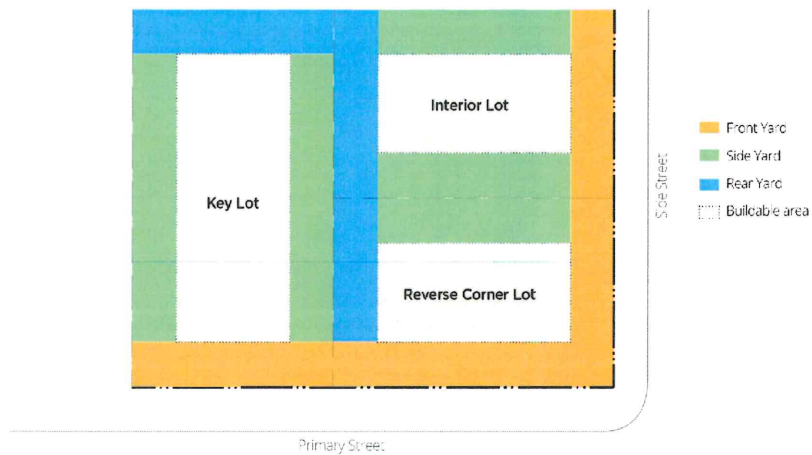
(4) Multiple buildings on the same lot.

- a. Developments such as "cottage-court" style single-family homes may allow up to 6 homes on a single lot, provided that these homes meet all other applicable standards.

Secs. 15-497—15-511. Reserved.

Sec. 15-516. Accessory building.

- (a) No accessory building shall be located in a required front yard.
- a. Accessory Commercial Units in the MS-C and MS-E districts may be located in the front yard of the principal building if attached to the principal building. No ACU may be closer than 5 feet to the front lot line.
- (b) A total of one accessory building may be permitted on any parcel, unless otherwise authorized through a provision of this Code.
- (c) On lots less than or equal to one acre, an accessory building shall not exceed 700 square feet in area.
- (d) On lots greater than one acre, an accessory building shall not exceed 1,200 square feet in area.
- (e) On a reverse street corner lot, a lone accessory structure shall not be located closer to the rear property line than the required side yard of the adjoining key lot and not closer to the street than the required front yard of the adjoining key lot.
- (f) Accessory buildings within either the MS-C or MS-E districts are subject to the same exterior materials standards in Section 15-495 and 15-496.



Graphic 15-516. Accessory Building Lot Types

- (f) Swimming pools used solely by persons resident on the site and their guests, provided that no swimming pool or accessory mechanical equipment shall be located in a required front yard or less than ten feet from a property line.
- (g) Accessory buildings shall meet the following height and setback requirements:

Table 15-516. Accessory Buildings

<i>Districts</i>		<i>Maximum Height</i>	<i>Setback to Side Lot Line</i>	<i>Setback to Rear Lot Line</i>
R1	One-Family Residential District	20 ft.	10 ft.	10 ft.
R2	Two-Family Residential District	20 ft.	10 ft.	10 ft.
RE	Single-Family Rural Estate Residential District	20 ft.	10 ft.	10 ft.
RM	Multifamily Residential District	20 ft.	10 ft.	10 ft.
CR	Retail Service Commercial District	20 ft.	10 ft.	10 ft.
CG	General Commercial District	25 ft.	10 ft.	10 ft.
CH	Highway Commercial District	25 ft.	10 ft.	10 ft.
IG	General Industrial District	35 ft.	30 ft.	30 ft.
IH	Heavy Industrial District	35 ft.	50 ft.	50 ft.
UT	Urban Transition District	20 ft.	10 ft.	10 ft.
HC	Health Care District	35 ft.	10 ft.*	10 ft.*
PC	Public/Conservancy	35 ft.	15 ft.	15 ft.
MS-C	Main Street – Core	20 ft.	10 ft.	15 ft.
MS-E	Main Street – Edge	20 ft.	10 ft.	15 ft.

(h) Accessory Dwelling Units (ADUs) and Accessory Commercial Units (ACUs) must meet the following standards:

- (1) Any construction of an ADU or ACU must first gain Design Review approval at the Zoning Board of Appeals.
- (2) The principal building must be residential in use.
- (3) The design of ADU and ACU buildings must be consistent with the design and aesthetic of the principal building on the lot including the color and material of exterior siding and moldings.
- (4) If the property's principal buildings do not consist of high-quality exterior materials, ADUs and ACUs are required to meet the exterior materials requirements for principal buildings within either the MS-C and MS-E districts listed in Section 15-495 and 15-496.
- (5) There must be at least one paned window on each façade of an ADU or ACU facing a public street.
- (6) ADUs and ACUs must have utility connection through the principal building on the lot.
- (7) Only one ADU or ACU is allowed per lot.
 - a. Attached ADUs and ACUs do not count towards the permitted number of accessory buildings (1) and accessory structures (2-5 maximum depending on lot size) on a lot at one time. However, detached ADUs and ACUs do count towards this figure.
- (8) ADUs and ACUs must comply with the accessory building bulk standards in Table 15-516 above.
- (9) If using one of the pre-approved plans for ADUs or ACUs offered by the Village, this use is permitted by right without the need for a Special Use Permit.
- (10) All accessory dwelling and commercial units must comply with the base zoning requirements, overlay zoning requirements, and accessory building requirements of the municipal code.

(Ord. of 3-2-2021, § 155.7.5)

Sec. 15-619. Off-street parking requirements.

- (a) *Minimum requirements.* Except as otherwise expressly stated, off-street motor vehicle parking spaces must be provided in accordance with the parking ratio requirements of Table 15-619(1).
- (b) *Maximum requirements.* To minimize excessive areas of pavement no parking lot shall exceed the required number of parking spaces by more than ten percent, except as approved by zoning administrator. In granting additional spaces, the zoning administrator shall determine that the parking is needed based on documented evidence of actual use and demand provided by the applicant.
- (c) *Off-street parking.* Uses within the HC Health Care District must provide off-street parking in accordance with the parking ratio requirements of Table 15-619(2).
- (d) *Main Street Districts (MS-C and MS-E).*
- i. Uses within either the MS-C or MS-E districts are exempt from the minimum parking requirements in Section 15-619(1) and shall provide off-street parking in accordance with the parking ratio requirements of Table 15-619(3).
 - ii. Uses within either the MS-C or MS-E districts are permitted to count the number of on-street parking spaces provided within 50 feet of the main customer entrance towards their required minimum number of parking spaces.

Table 15-619(1). Off-Street Parking Requirements

<i>Use</i>	<i>Required Parking</i>
Residential	
Single-family	2 spaces per dwelling unit under 1,200 square feet with 1 parking space to be in a fully enclosed building (garage)
	3 spaces per 1,200 square feet or over dwelling unit with 2 parking spaces to be in a fully enclosed building (garage)
Two-family	2 spaces per dwelling unit with 1 parking space to be in a fully enclosed building (garage)
Multifamily unit (except elderly)	2½ spaces per dwelling unit with 1 parking space to be in a fully enclosed building (garage)
Multifamily units which are specifically designed for and occupied by persons 60 years of age or older	1 space per elderly housing unit
Bed and breakfast inn	2 spaces for residents plus 1 space for each guest room
Community-based housing, nursing homes, boardinghouses, group homes, single-family occupancy units	½ space for each resident
Hotels, motels	1 space per sleeping unit
Retail and Service Uses	
(Based on gross floor area) Retail and service uses, including financial institutions, except as listed	1 space per 250 square feet
Car washes: self-service manual	1½ spaces for each bay and 1 for each employee
Car washes: automatic	1½ spaces for each bay
Car washes: with internal drying operation	1 space for each employee
Auto maintenance facilities & service stations	1 space per fuel pump and 1 space per service bay
Auto repair facilities	2 spaces per repair/service bay
Offices and Clinics	
Bowling alley	4 spaces per alley

Drive-up banking facilities	4 spaces per window
Drive-up ATMS	3 stacking spaces per window
Fast food/drive-in restaurant	1 space per 100 square feet
Restaurants and other establishments dispensing food or beverages for consumption on the premises	1 space per 75 square feet
Furniture, carpet and appliance sales	1 space per 800 square feet
Passenger vehicle sales and other motor vehicles sales	1 space per 1,600 square feet of display area plus the required number of spaces for any associated uses
Mortuaries, funeral home	1 space for each 4 seats, 1 space for each employee, and 1 space for each hearse
Shopping centers over 45,000 square feet	1 space per 250 square feet
Medical, dental, and optical offices and medical clinics	1 space per 150 square feet
Other business and professional offices	1 space for 300 square feet
Industrial Uses	
Manufacturing, auto and body repair, furniture repair, upholstery shops	1 space per 500 square feet
Warehouses, wholesale establishments, storage and distribution centers	1 space per 2,000 square feet 1 space per employee
Community Service Uses	
Churches, high schools, colleges, business and trade schools	The greater of 1 space per 200 feet or 1 space per 4 seats
Hospitals	The greater of 1 space per 600 square feet or 1½ spaces per bed
Libraries, art galleries, museums	1 space per 250 square feet
Recreational buildings or community centers	1 space per 250 square feet
Schools: nursery, elementary or middle school	1 space per each 20 pupils
Places of Assembly	
Stadiums, arenas, auditoriums, skating rinks, theaters, convention halls	The greater of 1 space for each 4 seats or 1 space per 75 square feet
Miscellaneous Uses	
Fraternities, sororities, dormitories	1 space for each 2 beds
Planned mixed: 1 space for each 2 beds Use Developments	Spaces shall be the sum of the individual uses
Other uses not listed	Spaces shall be based on the most similar use listed or as determined by the zoning officer

Table 15-619(2). HC Off-Street Parking Requirements

<i>Use</i>	<i>Required Parking</i>
Assisted living facility, retirement or convalescent facility, or independent living facility	1 space per 2 residents
Daycare facility	1 space per 6 children and each adult as applicable per shift
Durable medical equipment facility	1 space per 300 square feet
Family or child advocacy center	1 space per 250 square feet
Health and fitness facility	1 space per 300 square feet
Hospice	1.5 spaces per bed
Hospital	The greater of 1 space per 600 square feet or 2.5 spaces per bed

Medical, dental, and optical offices and medical clinics	1 space per 250 square feet
Nursing home	1 space per 3 resident rooms
Pharmacy	1 space per 400 square feet
Rehabilitation facility or physical/occupational therapy	1 space per 200 square feet
Research or medical laboratory	The greater of 1 space per 350 square feet or .80 spaces per employee
Surgery center	1 space per 300 square feet
Urgent or immediate care center or clinic or medical health center	1 space per 300 square feet

Table 15-619(3). MS-C and MS-E Off-Street Parking Requirements

<u>Use</u>	<u>Required Parking</u>
<u>Nonresidential uses over 3,000 square feet in area</u>	<u>1 space per 500 square feet</u>
<u>Two-Family</u>	<u>2 spaces per dwelling unit</u>
<u>Multifamily, studio unit</u>	<u>1 space per dwelling unit</u>
<u>Multifamily, one or two bedroom units</u>	<u>1.5 spaces per dwelling unit</u>
<u>Multifamily, three or more bedroom units</u>	<u>2 spaces per dwelling unit</u>

(Ord. of 3-2-2021, § 155.10.10)

Sec. 15-622. Bicycle parking requirements.

- (a) *Applicability.* For properties within commercial districts (CR, CG, CH, and CO), MS-C, MS-E, and RM districts, designated bicycle parking spaces shall be provided in accordance with the requirements of this subsection. Bicycle facilities shall be of high quality and reflect the architecture of the primary structure.
- (b) *Minimum required spaces.*
 - (1) *Commercial districts.* Bicycle parking facilities should be provided at a rate of one bicycle space per 25 vehicle parking spaces with a minimum of two spaces and a maximum of ten spaces.
 - (2) *Multifamily residential districts (MR).* Bicycle parking facilities should be provided at a rate of one bicycle space per ten dwelling units. A minimum of two bicycle spaces shall be provided.
 - (3) Main Street Districts (MS-C and MS-E). Bicycle parking facilities should be provided at a rate of one bicycle space per unit. A minimum of four bicycle spaces shall be provided for each principal nonresidential use.
- (c) *Location.* Bicycle parking shall be conveniently located near building entry points. Bicycle parking placement shall not conflict with pedestrian travel. Bicycle facilities provided in the public right-of-way may be used in parking calculations, so long as the entry point providing primary access to the building is set back no more than 20 feet from the front lot line.
- (d) *Facility.* Bicycle parking shall be provided using bicycle rack or locker-type parking facilities and shall be designed to allow a bicycle frame to be locked to a structure attached to the pavement or the building. Indoor bicycle parking for residential development is permitted, provided that residents have 24-hour access.

(Ord. of 3-2-2021, § 155.10.14)

Sec. 15-623. Pedestrian access and circulation.

Pedestrian access shall be required for all sites to improve the health, safety, and welfare of the public by providing clear pedestrian pathways at perimeter and internal site locations to reduce pedestrian and vehicular conflicts, improve accessibility for persons with disabilities and establish a multi-modal environment that is supportive of walking, biking and transit use.

- (1) The construction and repair of on-site sidewalks shall comply with all chapters of this Code.
- (2) Walkways in parking lots. Paved walkways shall be provided from the public right-of-way to the primary entrance of the building and for access to adjacent parks, shopping areas, transit stops, anticipated walkways and institutions. Pedestrian movement shall be accommodated within parking lots through marked crosswalks or similar methods.
- (3) When trails exist or are planned, nonresidential properties shall include paths or sidewalks to connect building entries to the trail system, where appropriate and feasible, as determined by the zoning administrator.
- (4) Minimum width for pedestrians. At least five feet of sidewalk space shall be kept clean and clear for the free passage of pedestrians at all times.
- (5) A minimum of one street tree or one medium shrub is to be planted and maintained every 10 feet of pedestrian walkway or sidewalk abutting a public right-of-way or private street.

(Ord. of 3-2-2021, § 155.10.15)

ARTICLE XI – LANDSCAPING

Sec. 15-653. Applicability.

(a) This landscape ordinance shall be applicable to all zoning districts and land uses within the village. The regulations contained herein shall be applied for any plan, plat or permit requiring review and or approval involving of any land development, alteration and or modification of a zoning lot, building structure, or parking facility contained therein requiring zoning department approval to maintain and protect property values.

- (1) Buildings and structures in the MS-C and MS-E districts are subject to the requirements of Section 15-665.
- (b) Individuals purchasing property within a completed residential development and homeowners' associations in the case of townhouse and condominium developments with established landscaping covenants shall be exempt from the planting specification and regulations contained herein, with the following exceptions:
 - (1) Any landscape plan approved as part of a development shall be maintained as the minimum landscape requirements for that development and shall not be removed without zoning administrator approval;
 - (2) All maintenance responsibilities as specified in this section and the proximity of plant materials to municipal utilities and property as stated in this section shall be enforced;
 - (3) Parkway trees and plantings shall be required to meet and established regulations for the applicable district.

Sec. 15-665. Main Street District Landscaping Standards.

(11) Applicability. The landscape standards of this section apply to all properties within the Main Street – Core (MS-C) and Main Street – Edge (MS-E) zoning districts. In addition, the requirements of Article XI – Landscaping

apply to MS-C and MS-E zoning districts, except for Section 15-653 and Section 15-657 through Section 15-650.

- iii. Single-family and two-family dwellings are exempt from the landscaping standards in this section.

(12) Building foundation landscape requirements. Buildings shall meet the following standards around the foundation of buildings and structures.

- iv. At least 50 percent of the foundation of the building must include plantings or landscaping features.
- v. At least one tree or shrub every three feet or one medium-sized evergreen every eight feet is required.
- vi. Plantings cannot include canopy trees or large evergreen trees.
- vii. Only plantings within ten feet of the foundation will be counted.
- viii. Buildings constructed with a zero-foot front setback, or those that incorporate a public or private plaza along the front façade, are exempt from foundation landscaping requirements along that frontage.

(13) Parking lot perimeter landscape requirements. Any proposed or existing and updated parking lot within either Main Street zoning district is required to meet the standards below.

- ix. Parking lots shall ideally be screened primarily by the placement of buildings, rather than landscaping elements. Buildings or structures must be positioned to minimize the visibility of parking areas from public rights-of-way, neighboring properties, or public spaces. Landscaping may be used as a supplementary screening method but shall not be considered the primary method of screening.
- x. The street-facing side of the parking lot shall include a masonry wall or split-rail wooden fence for at least 75 percent of the length of the parking lot, in addition to any required landscaping. This wall or fence should be placed in front of the landscaping so that it's is displayed prominently for passing vehicles and pedestrians.
- xi. One native shrub or tall grass shall be planted at least every three feet but no more than every five feet for 75 percent of the perimeter of the parking lot.

(14) Street frontage landscape requirements. Street frontage landscaping shall be required where a developed lots abut a public street right-of-way. All landscaping used to meet this requirement shall be located within 10 feet of the public right-of-way.

i. For lots less than 30,000 square feet in area:

- 1. Trees. A minimum of one canopy tree or large evergreen tree shall be planted for every 50 linear feet of street frontage where a lot abuts to a public street right-of-way.
- 2. Shrubs and grasses. At least one shrub or tall grass shall be planted every 10 linear feet of street frontage where a lot abuts to a public street right of way.

ii. For lots 30,000 square feet in area or greater:

- 1. Trees. A minimum of one canopy tree or large evergreen tree shall be planted for every 25 linear feet of street frontage where a lot abuts a public street right-of-way.
- 2. Shrubs and grasses. At least one shrub or tall grass shall be planted every five linear feet of street frontage where a lot abuts a public street right-of-way.

- iii. The zoning administrator may waive or modify street frontage landscape requirements where impractical due to site conditions. The zoning administrator may count building foundation landscaping per subsection (b) and parking lot perimeter landscaping per subsection (c) located within 10 feet of the public right-of-way street frontage landscaping requirements.

(15) Relation to existing development. The standards within this section shall apply in the following situations.

- xii. Building expansion. When an existing building or structure is expanded within either the MS-C or MS-E districts, the landscaping requirements of this Section shall apply only to the addition to the building or structure.
- +xiii. Parking lot expansion. When an existing parking lot is expanded within either the MS-C or MS-E districts, the parking lot perimeter landscaping requirements of this Section shall apply to both the area of the expansion and the parking lot perimeter adjacent to public streets.

ARTICLE XIV – DEFINITIONS

Sec. 15-752. Definitions.

Mixed-Use Building means a building that includes both a dwelling unit and commercial element.

Accessory Dwelling Unit (ADU) means a dwelling unit that is located on the same lot as a single-family or two-family residential use and may either be attached or detached to the principal building on the lot.

Accessory Commercial Unit (ACU) means a commercial unit that is located on the same lot as a single-family or two-family residential use and may either be attached or detached to the principal building on the lot.

Townhouses means residential buildings constructed in a row of three or more attached units, where each unit is separated by vertical party walls and designed for single-family occupancy. Each townhouse unit typically has its own independent exterior entrance and may be situated on its own subdivided lot or share a single lot as part of a unified development.

Cottage Court means a residential development typology consisting of a cluster of small, detached or semi-detached housing units arranged around a shared, central open space or courtyard. This configuration is intended to promote community interaction, provide efficient use of land, and maintain a pedestrian-friendly environment.

High Quality Materials means exterior siding materials that are durable, aesthetically pleasing, and designed to withstand environmental factors such as weather, temperature fluctuations, and UV exposure. These materials include, but are not limited to:

- a. Brick;
- b. Stone;
- c. Stucco;
- d. Brick Veneer;
- e. Stone Veneer;
- f. Metal paneling that imitates stucco siding;
- g. Engineered wood-look panels;
- h. Decorative metal paneling;

High Quality Materials does not mean materials such as:

- a. Vinyl siding;
- b. Treated wood, including LP SmartSide brands;
- c. Fiber Cement;
- d. Insulated;
- e. Composite;
- f. Polymer Shake and Shingle.

Parking lot median means a designated landscaped area within or between parking aisles in a parking lot, designed to provide visual and functional separation between rows of parking spaces. These medians serve as both a safety feature, aiding in vehicle navigation, and an aesthetic enhancement, contributing to the overall green space of the parking facility.

Parking lot bay means the individual parking lot aisles within a lot.

Front porch means an architectural feature of a building that extends from the main entrance and is typically roofed and supported by columns or posts. A front porch provides a semi-enclosed or open area that serves as a transition space between the interior of the home and the exterior.

Stoop means a small, typically uncovered platform or set of steps at the entrance of a building, often leading directly to the front door. A stoop is usually smaller than a front porch and may be simple in design, consisting of just a few steps with a small landing area.

Zoning Board of Appeals Meeting of October 8, 2025

Application No. ZBA 2025-021

Applicant: Village of Roscoe

Location: N/A

Requested Action: Zoning Text Amendments to Chapter 155 addition of Main Street Zoning

Existing Use: N/A

Proposed Use: N/A

Existing Zoning: N/A

Adjacent Zoning: N/A

Description: The proposed amendments to Chapter 155 of the Village Code of Ordinances introduce two new zoning districts, designed to align with and advance the vision and goals set forth in the Main Street District Roscoe Blueprint. The Blueprint identifies current zoning policies are misaligned with the community's development goals and recommends updates to support mixed-use development and a more compact, walkable development pattern. The proposed zoning districts establish standards to guide development and redevelopment. The guidelines address key elements such as building height, massing, facade treatment, and streetscape design, intending to shape the physical environment to promote a vibrant, pedestrian-friendly downtown.

The proposed amendment would create the following new zoning districts.

- **MS-C, Main Street Core District:** Focused on creating a vibrant, mixed-use environment that encourages pedestrian activity, commerce, and community gathering.
- **MS-E, Main Street Edge District:** A transition zone between the high-density core and surrounding residential neighborhoods, offering a mix of housing types and small-scale commercial uses.

Attached are the proposed amendments to the Zoning Ordinance.

Zoning Text Amendment Procedure: A zoning text amendment is a change to the language included in the zoning ordinance. Section 15-779, Map Amendments and Text Amendments, outlines the procedures for zoning text amendments. The ZBA must hold a public hearing for each proposed amendment. Within 45 days following the public hearing, the ZBA must make a specific finding as to whether the change is consistent with the purpose and intent of the zoning ordinance and the Village's comprehensive plan. The concurring vote of four members of the ZBA is necessary to recommend the amendment to the Village Board.

Required Findings by the Zoning Board of Appeals:

Staff has provided suggested findings for use by the ZBA.

The Zoning Board of Appeals finds that the proposed zoning text amendment is consistent with the purpose and intent of the zoning ordinance and the Village's comprehensive plan and Main Street District Blueprint because it establishes new zoning districts that support the development of a mixed-use, walkable downtown in alignment with the community's long-term goals.

Staff Recommendation: Staff recommends **approval** of the requested zoning text amendments to Chapter 155 of the Village Code of Ordinances, including the recommended findings of fact.

VILLAGE OF ROSCOE MAIN STREET ZONING DISTRICTS

Public Hearing
October 8, 2025



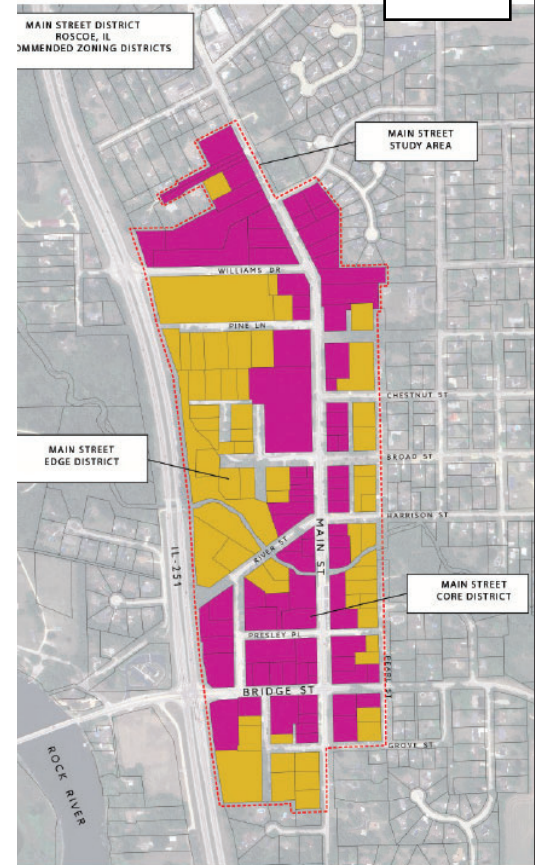
MAIN STREET DISTRICT PLAN

A BLUEPRINT TO SHAPE THE HEART OF ROSCOE

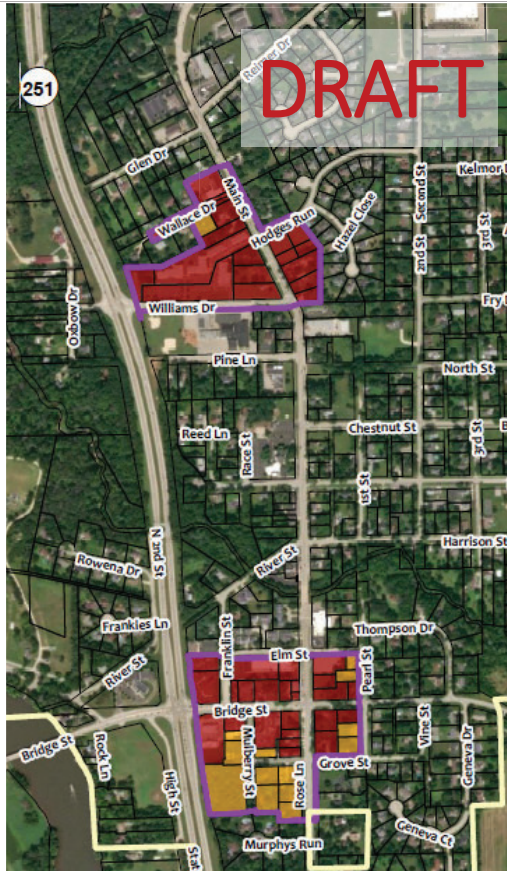
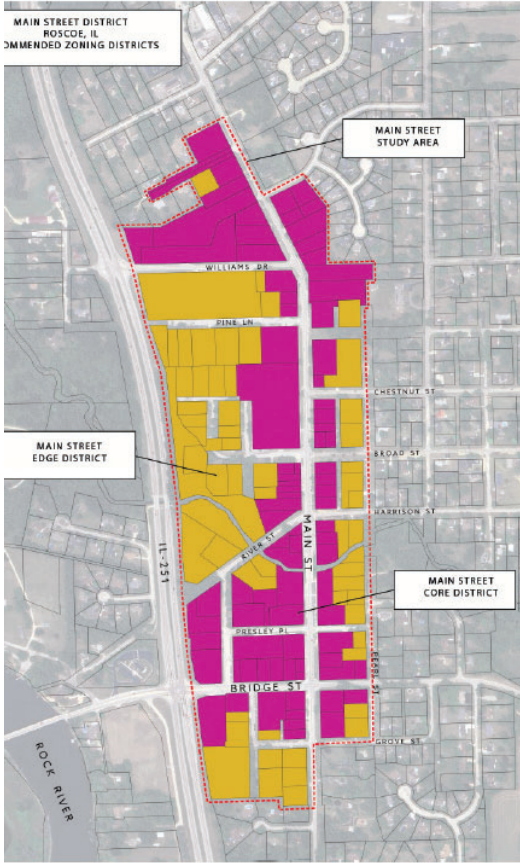
PLACE
foundry

PLAN RECOMMENDATION – CREATE TWO NEW ZONING DISTRICTS

- **Main Street Core District:** Focused on creating a vibrant, mixed-use environment that encourages pedestrian activity, commerce, and community gathering.
- **Main Street Edge District:** A transition zone between the high-density core and surrounding residential neighborhoods, offering a mix of housing types and small-scale commercial uses.



PROPOSED ZONING DISTRICTS

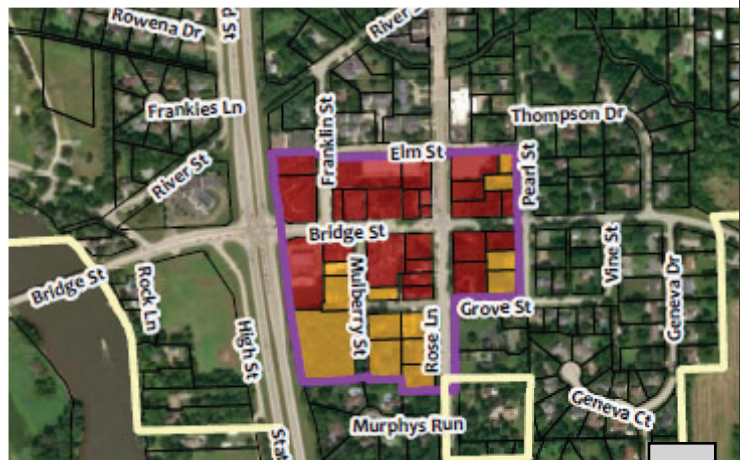


PROPOSED ZONING MAP

 VANDEWALLE & ASSOCIATES INC.



DRAFT



MIXED USE AND RESIDENTIAL LAND USES



Main Street – Core:

- Mixed-use buildings (S)
- Multifamily dwellings (S)
- Townhouse (S)
- Accessory Dwelling Unit (S)

Main Street – Edge:

- Mixed-use buildings (S)
- Multifamily dwellings (S)
- Townhouse (S)
- Cottage Court (S)
- Two Family (P)
- Accessory Dwelling Unit (S)

S = Permitted by Special Use

P = Permitted by right

 VANDEWALLE &
ASSOCIATES INC.







PLACE
foundry

NONRESIDENTIAL LAND USES



Main Street – Core:

- Restaurant (S)
- Retail use (P)
- Salon/Barber (P)
- Bar (S)
- Office (P)
- Accessory Commercial Unit (S)

Main Street – Edge:

- Restaurant (S)
- Retail use (S)
- Salon/Barber (P)
- Bar (S)
- Office (P)
- Accessory Commercial Unit (S)

See draft code for a complete list of uses

DOWNTOWN BUILDINGS

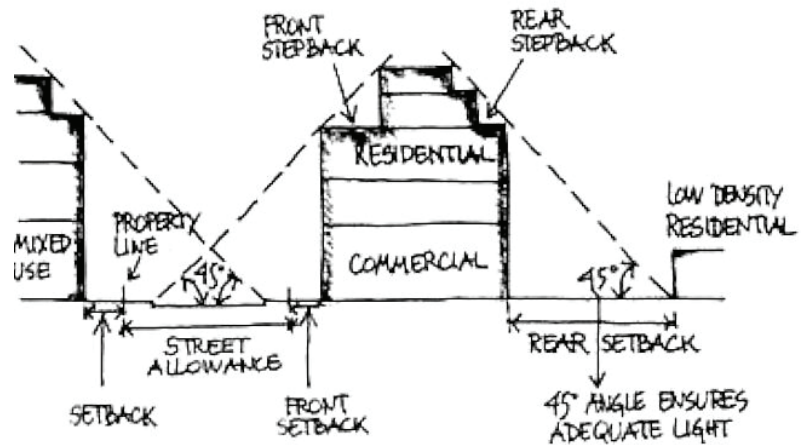




BUILDING HEIGHTS AND LOT COVERAGE

Building Heights

- Main Street – Core:
 - Minimum 2 stories
 - Maximum 4 stories, step back from street
- Main Street – Edge:
 - Maximum 3 stories
- Lot Coverage: 75-80%



BUILDING SETBACKS

- | | |
|--|--|
| <ul style="list-style-type: none"> • Main Street – Core: <ul style="list-style-type: none"> - Front: Buildings must be located between 0-15 feet from front lot line - Minimum Side Setbacks: 0-10 feet - Minimum Rear Setbacks: 0 feet | <ul style="list-style-type: none"> • Main Street – Edge: <ul style="list-style-type: none"> - Front: Buildings must be located between 5-15 feet from front lot line - Minimum Side Setbacks: 0-10 feet - Minimum Rear Setbacks: 15feet |
|--|--|

DESIGN STANDARDS

DESIGN STANDARDS – MAIN STREET CORE

- **Transparency (windows and doors):**
 - Minimum 25% for ground floor commercial/nonresidential
 - Minimum 15% for ground floor residential
 - Minimum 15% for upper floors
- **No flat, unadorned walls**
- All sides of building with at least **50% high-quality materials**





DESIGN STANDARDS – MAIN STREET CORE

- Development at the intersection of **Main Street and Bridge Street** must be a mixed-use building with at least **50% ground level commercial space**
- **Primary entrances oriented to Main Street or Bridge Street** (where possible)
- **Pedestrian access**



DESIGN STANDARDS – MAIN STREET EDGE

- **No flat, unadorned walls**
- All sides of building with at least **50% high-quality materials**
- **Clearly defined entrance**
- **Single family – garage at rear or side, porch or stoop on front**



PARKING

- May count on-street parking spaces within 50 feet of the main customer entrance
- Reduced parking requirements for residential development*
 - Two-Family: 2 spaces per dwelling unit
 - Multifamily, studio: 1 space per dwelling unit
 - Multifamily, 1-2 bedroom: 1.5 spaces per dwelling unit
 - Multifamily, 3+ bedrooms: 2 spaces per dwelling unit
- Nonresidential uses over 3,000 sq. ft.: 1 space per 500 sq. ft.

**Other zoning districts require 2 or 2.5 spaces per dwelling unit)*



LANDSCAPING STANDARDS

- Building foundation planters or in-ground plantings
- Parking lot perimeters
- Screening of mechanical equipment, loading docks, and waste receptacles
- Species diversity requirements
- Do not apply to single or two family development



HIGH-QUALITY MATERIALS

Exterior siding materials that are durable, aesthetically pleasing, and designed to withstand environmental factors such as weather, temperature fluctuations, and UV exposure. Including:

- Brick, brick veneer
- Stone, stone veneer
- Stucco, stucco panels
- Engineered wood-look panels
- Decorative metal paneling



ACCESSORY DWELLING UNITS (ADUS)

- Dwelling unit that is located on the same lot as a single-family or two-family residence
- Either attached or detached to the principal building



ACCESSORY COMMERCIAL UNITS (ACUS)

- Commercial unit that is located on the same lot as a single-family or two-family residence
- Either attached or detached to the principal building



VANDEWALLE &
ASSOCIATES INC.

STANDARDS FOR ADUS AND ACUS

- Design Review required; design must complement the design and aesthetic of the principal building, including the color and material of exterior siding and moldings
- Minimum exterior building materials requirements
- The principal building must be residential in use.
- At least one window on each façade facing a public street
- May be in front yard if attached to principal building
- Must comply with the base zoning requirements, overlay zoning requirements, and accessory building requirements of the municipal code.
 - 10-foot setbacks from side and rear lot lines

VANDEWALLE &
ASSOCIATES INC.

PRE-APPROVED PLANS

- Develop and approve pre-approved building plans to streamline the development process
- To be developed in the future – starting with ADUs and ACUs
- Example:



SOUTH BEND NEIGHBORHOOD INFILL

Pre-approved, ready-to build housing

NEXT STEPS

1. Zoning Board of Appeals – Public Hearing for zoning text – **tonight!**
2. Zoning Board of Appeals – Public Hearing for zoning map
3. Village Board – Consider Adoption of zoning text and map

Affidavit - Proof of Publication**STATE OF WISCONSIN****Rock County**

} SS.

LEGAL NOTICE: ZONING BOARD OF APPEALS, ROSCOE, IL
 Public notice is hereby given pursuant to a petition on file in the
 Village Clerk's office of the Village of Roscoe, that a public hearing
 will be held on October 8, 2025 at 5:30 PM at Roscoe Village Hall,
 10631 Main Street, Roscoe, Illinois, regarding the proposed
 addition of two new zoning districts to Chapter 155: Zoning
 Regulations of the Village Code of Ordinances. The proposed
 amendments would create the following new zoning districts:
 MS-C Main Street -Core and MS-E Main Street-Edge. All interested
 persons are invited to attend the hearing and provide their input.
 Respectfully submitted, Hilary Rottmann
 Consulting Zoning Administrator, Village of Roscoe, IL.
 Dated 16 th Day of September 2025
 September 18, 2025

WNAXLP

Michele Richardson being duly sworn deposes and says
 that he/she is the principal clerk of Adams Publishing Group
 of Southern Wisconsin, publishers of **Beloit Daily News**,
BeloitDailyNews.com, a newspaper published in Rock
 County, and that a notice, printed copy of which taken from
 said newspaper, is hereunto attached, was published in said
 newspaper on the following dates:

09/18/25Publishing Fees: **\$17.88**

Signature:

Subscribed and sworn to before me
 this **18th day of September, A.D. 2025**

Notary Public

My Commission Expires: **3/9/27**

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 4.

Agenda Item: Public Works Training Room Update

Date: 10/21/2025

Meeting: Committee of The Whole

Prepared by: Troy Taylor

Department: Public Works

Overview/Background Information

This request is for updating the training room at the Public Works facility. This room also serves as the break room and the morning meeting room. This update will include new chairs and a couple of tables. The chairs we have now are hand me downs of hand me downs from the Village Hall and some from the Police Department. They are in bad shape with the fake leather peeling off and sticking to you and falling on the floor. Also, we do not have enough chairs or tables for when the whole crew, including the part-time, are present for the morning meeting or training.

With these new chairs and tables, there will be room to have all the full-time and part-time crews in at the same time for meetings and training. One of the new tables will be set up for the two new laptops that the crew can use for training, time sheets, looking up parts, etc. The other table will be in the back of room that can fold down out of the way when it is not needed.

These new chairs are the same ones the Police Department bought a couple of years ago for their training room. They are heavy duty and have been holding up great with no known issues.

Staff have received three other quotes, and they were quoted at \$6,425.30 from Uline, \$6,785 from Office furniture center, and \$7,911.90 from The Bradley Company.

Key Issues

- Old chairs falling apart
- Mismatched and not enough chairs and tables for whole crew
- New desk/table for the two new laptops for crews to use for training, time sheets, etc.

Fiscal Note/Budget Impact

This project was budgeted for in 2025 (\$8,000) and will be under budget at \$5,809.00

Prior Legislative Actions

This is the first hearing at the Committee of The Whole.

Action Required/Recommendation*Item # 4.*

Staff are recommending Michalsen Office Furniture, Inc, with the quoted amount of \$5,809.00 for the upgraded chairs and tables and to send to the Village Board.

Attachments

Michalsen Quote
Pictures

Michalsen Office Furniture, Inc.
 8014 N 2nd St
 Machesney Park, IL 61115-2406

Estimate

Item # 4.

Estimate # 76324

Name / Address
Village of Roscoe 5402 Swanson Road Roscoe, IL 61073 815-877-0746

Date: 10/1/2025

Item	Description	Qty	Rate	Total
BEN279T	BENIIA SMARTI EL ERGONOMIC TASK CHAIR - BLACK MESH BACK/BLACK FABRIC SEAT/ADJUSTABLE 'T' ARM	13	279.00	3,627.00
BEN-MP	SMARTI MP MULTI-PURPOSE BLACK SIDE CHAIR - NO WHEELS	8	179.00	1,432.00
Top	60" X 24" Compel Top - Ash with Compel Nesting Base	1	350.00	350.00
Desk	72" x 24" Compel Top - Ash with (2) T-Legs (22") - Black	1	350.00	350.00
Delivery and Installation	Delivery and Installation	1	50.00	50.00
Thank You for the Opportunity!				
Subtotal				\$5,809.00
Sales Tax (8.75%)				\$0.00
Total				\$5,809.00

Michalsenoffice@aol.com

(815) 877-8200





VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 5.

Agenda Item: Main Street Flag Replacement

Date: 10/21/2025

Meeting: Committee of The Whole

Prepared by: Troy Taylor

Department: Public Works

Overview/Background Information

This request is for 34 – 3’x5’ American Flag, pole sets from Allegiance Flag supply for the quoted amount of \$4,917.50 for the replacement of the broken, faded, and ripped American flags on Main Street. These new flag sets will come with a 3’x5’ outdoor flag, 6’ white ash 1” pole, non-tangle flagpole spinners, and flagpole mounting bracket.

The flags now are on a 1” fiberglass pole that splinters and breaks, flags get tangled on the pole because they do not have the non-tangle spinners on them, the flags are starting to rip on the ends, and are sun faded. We have a total of 75 flags; most go on Main Street and some on Harrison Street to the cemetery. We will be able to replace almost half this year, and staff would like to put in next year’s budget to replace the other half.

Staff have received two other quotes for flag kits and were, \$5,394.10 from American Flag Express and \$5,610.00 from Liberty Flagpoles.

Key Issues

- Flags now are faded and starting to rip
- Fiberglass poles are splintering and have non-tangled flag mounts.

Fiscal Note/Budget Impact

This request was budgeted for in 2025 for \$5,000 and is under budget at \$4,917.50

Prior Legislative Actions

First hearing at the Committee of The Whole

Action Required/Recommendation

Staff recommend the approval of Allegiance Flag Supply with the quoted amount of \$4,917.50 for 34 flag kits and to have the Committee of The Whole send this request to the Village Board for approval.

Attachments

Allegiance Flag Supply quote
Picture of Flag kit

BEST SELLER

\$50K GIVEAWAY: 370 ENTRIES



VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 6.

Agenda Item: Public Works Building Backflow Device Repair or Replacement

Date: 10/21/2025

Meeting: Committee of The Whole

Prepared by: Troy Taylor

Department: Public Works

Overview/Background Information

Staff are requesting approval for Johnson Controls to repair or replace the existing backflow prevention devices at the Public Works building. The current devices are leaking and no longer meet current safety and performance standards. Repair or replacement is necessary to ensure compliance with state plumbing codes and to protect the village's water supply from potential contamination.

During a recent inspection, it was determined that the backflow devices are leaking and require replacement or rebuilding. Johnson Controls, our existing service provider who the Village has a contract with for facility mechanical systems, has provided a proposal to perform the replacement or the rebuilding work. This proposal is for \$6,312.89. Staff have received two additional proposals for \$10,100.00 from Miller Engineering Company and \$10,872.00 from Evergreen Irrigation Inc.

Key Issues

- Backflows failed test
- Village could be fined and water shut off if not fixed

Fiscal Note/Budget Impact

This work is not budgeted for but will need to be fixed to be compliant with the state plumbing codes.

Prior Legislative Actions

First hearing at the Committee of The Whole

Action Required/Recommendation

Staff recommend that the Committee of The Whole approve the proposal from Johnson Controls to repair or replace the backflow prevention devices at the Public Works building for an amount not to exceed \$6,312.89 and send the request for final Village Board approval.

Attachments

Johnson Controls proposal

PROPOSAL AND SERVICE AGREEMENT

Date: 10-10-2025 SR#:58760666 Quote Ref: Roscoe Public Works-Deficiency - CPQ-954302	Customer #:1916589 Proposal #: CPQ-954302	Prepared By: Nicholas Battaglia Employee Number: 227888 Phone #: (630) 948-1207 Email: nicholas.joseph.battaglia@jci.com
Purchaser Contact Information: Name:Troy Taylor		
Phone:8155439097		
Email:publicworks@villageroscoe.com		

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Ship To Information	Bill To Information
Roscoe Public Works , 5402 Swanson Road , ROSCOE,IL, 61073-7232 .	Roscoe Village Hall , 10631 Main St, ROSCOE,IL,61073-8564 .

Scope of Work

- Backflow device # 28915 (Serial # 1101873) will need a rubber rebuild and a relief valve rebuild.
- Backflow device # 28913 (Serial # 101598) will either need a clean and flush service or a complete rebuild.

Clean & Flush: open device, clean internal body, flush device, plus re-test device.

Partial Rebuild: Rebuild device with #1 Check assembly and relief valve rubber repair kit, clean & flush device, plus re-test.

Complete Rebuild: Rebuild device w/ both check assemblies, rebuild relief valve w/ rubber parts, clean & flush device, plus re-test.

NOTES:

- On occasion there is internal damage to the backflow device that only becomes apparent when the backflow device is disassembled and inspected. (Usually during a repair attempt)
- If all of the above repairs are not successful, the entire backflow devices will need to be replaced.
- Service to the fire system might be interrupted for approximately 2-4 hours.
- This work was priced to be done during normal business hours (M-F) 7AM-3PM

QTY	MODEL NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
1	DPSUB	Taylor Plumbing	\$6,312.89	\$6,312.89

Total net selling price, \$6,312.89

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



Johnson Controls Fire Protection
3007 Malmo Dr
Arlington Heights, IL, 60005-0000
(630) 948-1207
www.johnsoncontrols.com

Item # 6.

To the extent applicable, Johnson Controls has included an estimate only for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Fees associated with the submission of documentation required by AHJ or other governing agencies, not itemized in this proposal will be invoiced separately.

Relevant URLs

For ordering parts, please order from <https://fire.solutions.jci.com/spare-parts>

Prevailing Wage Required? Certified Payroll Required? Customer/Site Tax Exempt?	<u>No</u> <u>No</u> <u>No</u>	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Payment Terms: Net 30		Total quote value: \$6,312.89

☐ Fixed Price	☒ Labor and Material	☐ NTE
"This Proposal is valid for 30 days"		

Name: _____	Johnson Controls Fire Protection LP 3007 Malmo Dr Arlington Heights, IL 60005-0000 (630) 948-1207
Title: _____	
PO#: _____	
Signature: _____	

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution.

Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or

services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest.

Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance

with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company here under are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREIN AFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§441-444 (the "SAFETY

Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or the irrelative employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by

Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising there from. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement. Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a

material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are herein after referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and

Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler

Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general>.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on

Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbonmonoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for

Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREIN AFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible

for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NONTRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NONTRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NONCOMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NONTRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR

SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINECUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NONTRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE. G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HERE UNDER. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or

outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements there to. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or here after imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if

there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses there to, condemnation, strikes, lockouts, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mobviolence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing

inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is

substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe, unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, this agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and

conditions relating to the Services. Now, or at any time, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. Company as Processor: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as Controller: Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

2025 Illinois Main Street Conference

November 12 * 5pm - November 14 * 3pm CST

Promo Code

Enter code

Apply

Non-Member General Admission

— 0 +

\$161.90 incl. \$11.90 Fee

Sales end on Nov 7, 2025

General admission for the 2025 Illinois Main Street Conference.

IMS Member General Admission

— 0 +

\$81.88 incl. \$6.88 Fee

Sales end on Nov 7, 2025

Illinois Main Street member communities and their interested attendees can take advance of 50% discounted pricing! This applies to program staff, board members, volunteers, and community stakeholders. Admission includes all conference activities and the award reception.

Check out

Illinois Main Street Conference				
Dixon, IL				
November 12-14, 2025				
Conference Registration		\$161.90		Per person
Mileage 135 mi x .70 per day		\$134.00		# of days unknown
Per Diem				# of days unknown