



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, May 21, 2024

[immediately following Village Board Meeting]

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

PUBLIC COMMENT (limited to 3 minutes per speaker)

- 1. Approval of the Minutes** for the meeting of the Committee of the Whole from May 07, 2024.

OLD BUSINESS

NEW BUSINESS

- 2. Discussion and Recommendation** of the issuance of a Special Event Permit for the Screw City Flex Series Disc Golf event. The event will take place on **Sunday June 23, 2024** at Porter Park Disc Golf course.
- 3. Discussion and Recommendation of Special Event Permit** for the **Rock Valley Radio Control Flying Club's Radio Control**, float flying of model planes. 2nd Event (Chicory Ridge Park **08/24/2024**)
- 4.** Discussion of Illinois Secretary of State (DMV) facilities located at Roscoe Village Hall.
- 5.** Discussion of Residential Driveway Standards.

PRESENTATIONS

PUBLIC COMMENT (limited to 3 minutes per speaker)

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting
Tuesday, May 07, 2024

CALL TO ORDER

ROLL CALL

PRESENT

Trustee William Babcock
Trustee Stacy Mallicoat
Trustee Susan Petty
Trustee Justin Plock
Trustee Michael Sima
Trustee Michael Wright
Village President Carol Gustafson

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **April 16, 2024.**

Motion to approve minutes. No changes.

Motion made by Trustee Wright, Seconded by Trustee Mallicoat.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

PUBLIC COMMENT (limited to 3 minutes per speaker)

none.

OLD BUSINESS

none.

NEW BUSINESS

1. Discussion and Recommendation of the issuance of a **Special Event Permit for Keep Northern Illinois Beautiful Mud Volleyball**. The event is scheduled to take place on Saturday August 3, 2024.

Administrator Kurlinkus provided summary of the recommendation, and called on Code Enforcement Officer Vic Wilder. Mr. Wilder provided overview of the event and presented the mud volleyball application. No drinking will be allowed except in a designated closed area to ensure participants are following rules. The Village has requested that a larger security staff be present.

The Police this approximate cost this year. \$5214.00

Discussion Mud Volleyball:

Trustee Sima, has concerns around the drinking, the liquor services will be from 8-8? Trustee Sima stated need to take the drinking very seriously. Trustee Sima stated this is our park, and it's better that we can control the use of alcohol. They need to have investments, and fair to move it.

Trustee Wright inquired do our officers have jurisdiction. Chief Hawley. they will be required to have event. Hawley. says that they have planned on doing is having our officers, 3 in parking, and 3 in event area. they have security from 8 - noon in the past, we require security the entire time at this point.

Chief Hawley stated this is their event.

President Gustafson inquired, do we want this event or not have the event in our park. President Gustafson stated you need to look at this organization is trying to state how they will use our park, not how we want them to use our park. They are dictating the terms.

Sima. says that he wants event, but that they need separation of the locations. Wants to have event if they are willing to move, and limit alcohol.

Babcock: says that he does not fee the Village should have this, it is not right for the Village. If everything, then maybe ok.

Sue: at kelley Sue says conditions:

Wright & Sue:

Conditions:

- 1) Alcohol 11a - 7pm

- 2) Move the pits and add more pits into the other portion of the property.
- 3) Security per chief.
- 4) Have actual fencing - chain link, no snow fence. must have actual entrance. -- the Beer Garden is only a beer garden, alcohol can be anywhere in the event space as a whole.
- 5) Beer garden needs to be in its own portion, and must have its IDing.
- 6) Ok with doing liquor outside of Roscoe license holders.
- 7) If people are drinking outside of the designated areas they will be ejected by the security (police will assist with the enforcement)
- 8) They will be required to move the pits - will not be public works doing the work- they will need to be hired.

Sima: emphasize that they should prioritize public safety.

snow fence is ok along the river, but the rest of the event has to be actual chain link fence.

Moving of the court will have to be by a private company.

Wright move next year

Petty move this year.

Mallicoat move next year.

Plock move next year.

Sima move this year.

No Vote.

This will come back to the COTW once the proposed changes are discussed with Mud Volleyball

- 2. Approval** of the issuance of a **Special Event Permit** for the **North Pointe Triathlon and Fit N Fun Fair**. This event is to be held on June 8, 2024 at 5605 E. Rockton Road.

Administrator Kurlinkas summarized the recommendation and called on Code Enforcement Officer Vic Wilder to provide overview of event:

Officer Wilder provided overview of event and stated 2 officers and would require signage.

Motion to Approve.

Motion made by Trustee Plock, Seconded by Trustee Petty.

Voting Yea: Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima

Voting Abstaining: Trustee Babcock, Trustee Wright

- 3. Approval** of the issuance of a **Special Event Permit** for **Stateline YMCA Stonebridge 1/2 Marathon & 5K**. The event will take place on Sunday September 28, 2024.

Administrator Kurlinkas summarized the recommendation and called on Code Enforcement Officer Vic Wilder to provide overview of event:

Event starts at Leland Park down Stonebrige Trail.

motion to approve.

Motion made by Trustee Plock, Seconded by Trustee Mallicoat.

Voting Yea: Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

Voting Abstaining: Trustee Babcock

- 4. Discussion and Recommendation** of an ordinance transferring appropriations between appropriated Objects and Purposes for the Village of Roscoe, Winnebago County, Illinois for the year beginning on the first day of January, 2023 and ending on the 31st Day of December, 2023 [**FY 2023 Final Appropriation Transfer**].

Administrator Kurlinkas provided overview of recommendation:

Motion made by Trustee Plock, Seconded by Trustee Wright.

Voting Yea: Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

Voting Abstaining: Trustee Babcock

5. Discussion and Recommendation of Bid Specifications and Bid Letting for Class "D" Patching Program (2024).

Brandon discussed Class "D" patching program. Discussed that this is for patching of road issues. essentially bandaid fro potholes etc.

this is around \$50,000 for each year.

motion to approve.

Motion made by Trustee Plock, Seconded by Trustee Wright.

Voting Yea: Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

Voting Abstaining: Trustee Babcock

6. Discussion and Recommendation of entering into an Agreement with Place Foundry Design PLLC to provide design and owner's representative services for the construction of the Village's Bridge Street Multi-Use Parking facility.

motion to approve.

Motion made by Trustee Plock, Seconded by Trustee Petty.

Voting Yea: Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

Voting Abstaining: Trustee Babcock

PUBLIC COMMENT (limited to 3 minutes per speaker)

none.

PRESENTATIONS

none.

EXECUTIVE SESSION (IF NECESSARY)

none.

ADJOURNMENT

Motion to Adjourn the meeting.

Motion made by Trustee Petty, Seconded by Trustee Wright.

Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

Meeting Adjourned at 8:39pm

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item #2.

| | | | |
|--|---------------|--------------------|----------------|
| Agenda Item: Screw City Flex Series Disc Golf Event | | | |
| Date: | June 23, 2024 | Meeting: | COW |
| Prepared by: | Vic Wilder | Department: | Special Events |

Overview/Background Information

Screw City Flex Series is an event hosted by Tim Edler. This is a series of tournaments hosted at different disc golf courses throughout the northern Illinois area. The event organizer would like to add Porter Park disc golf course to their series. The event will bring in approximately 60-100 participants. The event will have scheduled tee times so that there will not be crowds to congest the roadways nor the parking situation. This is a one day event that will begin at 9 AM and will conclude at approximately 3 PM.

Key Issues

There is a rental to the cabin for that day, June 23, 2024. As stated above, the event has scheduled tee times so there will only be the need for additional parking for this event. No police or medical will be needed for this event.

Fiscal Note/Budget Impact

The only impact to the Village is the cost of compiling the paperwork and discussing the event with the organizer and with the Board.

Prior Legislative Actions

This is the first time this event will be held at Porter Park.

Action Required/Recommendation

Approve the event known as Screw City Flex Series Disc Golf.

Attachments

- Screw city Flex Series agenda memo
- Screw City Flex Series special event application
- Screw City Flex Series insurance paperwork

Special Event
Application Form

Return completed form to Roscoe Police Department * 10595 Main St. * PO Box 312 * Roscoe, IL 61073

Assembly Block Party Neighborhood Garage Sale

Name of the Event and Sponsoring Organization:

Screw City Flex Series

Nature of Event:

Disc Golf outings

Location of Event: Potter Park Projected Attendance: 600

Address of Organizer: 3712 Shiley Rd Phone Number: 815 621 5057

Event Date(s): 6/23/24

Event Hours: 9 ~~am~~ am/pm until 3 am/pm

Setup/Assembly Date: N/A Start Time: _____ am/pm

Dismantle Date: N/A am/pm Completion Time: _____ am/pm

Please describe, in specific details, the scope of your setup/assembly work:
(submit separate document if necessary)

Event has tree times to limit traffic.
So it will be like a busy Sunday. No
need to close the park.

- Will this event require use of fireworks? Yes No
- Will this event require street closures Yes No
- Will alcohol be served? Yes No
- Will signage be posted? Yes No
- Will food be served? Yes No

If answering yes to any of the above, please provide separate individual permit applications forms as outlined in the Special Event Guidelines and Checklist documents


Special Event
Application Form

Who is your point of contact for this event? (must be available during entire duration of event)

Name: Tim Edler Phone Number: 8156215057
Email: Screwcitydiscs@gmail.com

Additional Comments:

Applicant Signature:



Date:

4/12/24

Return completed application to: Roscoe Village Hall
10631 Main Street
Roscoe, Illinois 61073
permits@villageofroscoe.com

OFFICIAL USE ONLY

Date Filed: _____

Village Administrator: _____ Date: _____
Signature

Village Board (if necessary): _____ Date: _____
Signature

Application Fee Paid: \$100 Special Event: Neighborhood Garage Sale
\$50 Special Event: Assembly
\$25 Special Event: Block Party

Receipt

Cc: Police Department, Public Works, Zoning, HRFPD, WCHD

Special Event
Hold Harmless Agreement

I, Tim Edler indemnify and hold the Village of Roscoe harmless against any and all liability and expenses whatsoever, for bodily injury or death, including without limitation injury or death to agents, employees, servants or volunteers of the applicant(s) that may be casually related to any act of ordinary negligence, intentional, willful or wanton misconduct and any such claim, loss or injury arising out of participation with the event

known as Screw City Flex Series #4

to be held July 23, 2024

Signed this 25 day of April, 2024

Tim Edler

Name

3712 Shirley Rd

Address

[Signature]

Signature

[Signature]

Witness



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item # 2.**
4/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


| | | |
|---|---|------------------------------------|
| PRODUCER Ledgestone 410 N. Main Street East Peoria IL 61611 | CONTACT NAME: Gabe Meiss | |
| | PHONE (A/C, No, Ext): 309-266-2507 | FAX (A/C, No): 309-263-2510 |
| E-MAIL ADDRESS: gabe@ledgestone.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Everest National Insurance Company | 10120 | |
| INSURER B: UNITED STATES FIRE INS CO | 21113 | |
| INSURER C: Hartford Insurance Company of the Midwest | 37478 | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 806122460 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | SI8ML03323241 | 1/1/2024 | 1/1/2025 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | SI8ML03323241 | 1/1/2024 | 1/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | Y | | SI8EX02603241 | 1/1/2024 | 1/1/2025 | EACH OCCURRENCE | \$ 4,000,000 |
| | | | | | | | AGGREGATE | \$ 4,000,000 |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 39WECAO1126 | 9/6/2023 | 9/6/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| B | Participant Accident | | | US2092286 | 1/1/2024 | 1/1/2025 | Accident Aggregate | 25,000 |
| A | Participant Liability | | | SI8ML03323241 | 1/1/2024 | 1/1/2025 | Per Occurrence | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is an additional insured on the General Liability and Excess Liability policies if required by a written contract with the insured, only to the extent provided in policy forms ECG 20 600 and EUM 00 522, which are attached. The General Liability and Excess Liability policies contain Primary and Noncontributory provisions, only to the extent provided in policy forms ECG 24 520 and EUM 04 590, which are attached. The General Liability policy contains a Waiver of Subrogation provision, only to the extent provided in policy form ECG 04 704, which is attached.

| | |
|---|--|
| CERTIFICATE HOLDER Village of Roscoe 10631 Main St. Roscoe IL 61073 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

| | |
|------|-----------|
| DATE | Item # 2. |
| 4/ | |

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|-------------------------------------|
| PRODUCER Ledgestone 410 N. Main Street East Peoria IL 61611 | CONTACT NAME: Gabe Meiss PHONE (A/C. No. Ext): 309-266-2507 E-MAIL ADDRESS: gabe@ledgestone.com | FAX (A/C. No.): 309-263-2510 |
| | INSURER(S) AFFORDING COVERAGE | |
| License#: 20705893 PROFDIS-01 | INSURER A: Everest National Insurance Company | NAIC # 10120 |
| INSURED Professional Disc Golf Association 3828 Dogwood Lane Appling GA 30802 | INSURER B: UNITED STATES FIRE INS CO | 21113 |
| | INSURER C: Hartford Insurance Company of the Midwest | 37478 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 806122460

REVISION NUMBER:

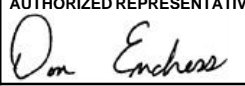
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | S18ML03323241 | 1/1/2024 | 1/1/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | S18ML03323241 | 1/1/2024 | 1/1/2025 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0 | Y | | S18EX02603241 | 1/1/2024 | 1/1/2025 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 39WECAO1126 | 9/6/2023 | 9/6/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B A | Participant Accident Participant Liability | | | US2092286 S18ML03323241 | 1/1/2024 1/1/2024 | 1/1/2025 1/1/2025 | Accident Aggregate 25,000 Per Occurrence 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is an additional insured on the General Liability and Excess Liability policies if required by a written contract with the insured, only to the extent provided in policy forms ECG 20 600 and EUM 00 522, which are attached. The General Liability and Excess Liability policies contain Primary and Noncontributory provisions, only to the extent provided in policy forms ECG 24 520 and EUM 04 590, which are attached. The General Liability policy contains a Waiver of Subrogation provision, only to the extent provided in policy form ECG 04 704, which is attached.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| Village of Roscoe 10631 Main St. Roscoe IL 61073 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
 2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V –DEFINITIONS** or the Definitions of the "first underlying insurance".

SECTION I - COVERAGES

A. Insuring Agreement

1. Excess Liability

We will pay on behalf of the insured the amount of the "ultimate net loss" in excess of the "underlying limits of insurance" to which this insurance applies. The coverage provided by this policy will:

- a. Follow the terms, definitions, conditions and exclusions that are contained in the "first underlying insurance", unless otherwise directed by this policy, including any attached endorsements; and
- b. Not be broader than that provided by the "first underlying insurance".

2. Defense

We will have the right, but not the duty to defend or associate in the defense of the insured against any suit seeking damages to which this insurance may apply. If we exercise such right, any expense related to such right will be "defense expenses" under this policy. After the limits of this policy are used up in the payment of:

- a. Judgments;
- b. Settlements; or
- c. "Defense expenses", if "defense expenses" are included within and erode the limits of insurance of the "first underlying insurance",

we will not provide any defense under this policy.

B. Exclusions

This insurance does not apply to:

1. Asbestos

- a. Any liability arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of asbestos.
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of or in any way responding to or assessing the effects of asbestos by any insured or by any other person or entity.

2. Nuclear

a. Any liability:

- (1) With respect to which the insured is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability-Property Insurance Assoc., Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the “hazardous properties” of “nuclear material” and with respect to which (a) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, (b) the insured is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.

b. Any liability resulting from the hazardous properties of “nuclear material”, if:

- (1) The “nuclear material” (1) is at any “nuclear facility” owned by the insured or operated by the insured or on the Insured’s behalf, or (2) has been discharged or dispensed therefrom;
- (2) The “nuclear material” is contained in “spent fuel” or “nuclear waste” at any time possessed, handled, used, processed, stored, transported or disposed of by the insured or on the insured’s behalf; or
- (3) The liability arises out of the furnishing by the insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any “nuclear facility”, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such “nuclear facility” and any property thereat.

For the purposes of this exclusion, liability for property damage includes all forms of radioactive contamination of property.

3. First Party Auto

Any loss, cost or expense payable under or resulting from any first party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

4. Pollution

- a. Any liability arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.
- b. “Pollution cost or expense”.

This exclusion does not apply if valid “underlying insurance” for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits. Coverage provided will follow the provisions, exclusions and limitations of the “first underlying insurance”.

SECTION II - WHO IS AN INSURED

The following persons and organizations are insured under this insurance:

1. Any person or organization qualifying as such under the "first underlying insurance".
2. Any additional insured qualifying as such under the "first underlying insurance", but only:
 - a. To the extent of the insurance provided the additional insured under the "first underlying insurance", and not otherwise excluded by this policy; and
 - b. Where coverage is required to be provided to an additional insured under a contract or agreement. However, the Limits of Insurance afforded the additional insured in this paragraph shall be the lesser of the following:
 - i. The minimum limits of insurance required in the contract or agreement between you and the additional insured; or
 - ii. The Limits of Insurance shown in the Declarations of this policy.
3. Newly acquired or formed organizations, if:
 - a. The organization is acquired by you during the policy period through consolidation, purchase of assets, merger, or assumption of control and active management;
 - b. The "first underlying insurance" and all other "underlying insurance" have added the organization as an insured;
 - c. You provide notice to us; and
 - d. We endorse the organization as an insured onto this policy.

Any newly acquired or formed organizations endorsed onto this policy may be subject to an additional premium and to a premium audit.

SECTION III - LIMITS OF INSURANCE

- A. The Limits of Insurance shown under this policy's Declarations and the rules below fix the most we will pay regardless of the number of:
 1. Insureds;
 2. Claims made, "suits" brought, or number of vehicles involved; or
 3. Persons or organizations making claims or bringing "suits".
- B. The Limits of Insurance of this policy will apply as follows:
 1. This policy only applies in excess of the "underlying limits of insurance".
 2. The Aggregate Limit is the most we will pay for the "ultimate net loss" that is subject to an aggregate limit provided by the "first underlying insurance". The Aggregate Limit applies separately and in the same manner as the aggregate limits provided by the "first underlying insurance".
 3. Subject to Paragraph B. 2. above, the Each Occurrence limit is the most we will pay for the sum of all "ultimate net loss" arising out of any one "occurrence" to which this policy applies.
- C. If "defense expenses" are included within and erode the limits of insurance of the "first underlying insurance" then "defense expenses" are included within and erode the Limits of Insurance of this policy on the same basis as the "first underlying insurance". If "defense expenses" do not reduce the limits of insurance of the "first underlying insurance" then they do not reduce the Limits of Insurance of this policy.
- D. If, after this policy is issued, we extend the policy period, we will consider the additional period as part of the original policy period to determine how to apply the Aggregate Limit, as described in Paragraph B. 2. above.

- E. If a limit of insurance of the “underlying insurance” applies on an aggregate basis, and;
1. When such limit has been exhausted by payment of “suits”, claims or “defense expenses” arising solely out of “occurrences” which took place during this policy period, this insurance applies excess of such exhausted limit; or
 2. When such limit has been reduced or exhausted by payment of “suits”, claims or “defense expenses” arising out of “occurrences” which took place before or after this policy period, this insurance applies as if such payments had not been made.

SECTION IV – CONDITIONS

1. Appeals

- a. If the “underlying insurer” or insured elects not to appeal a judgment in excess of the amount of the “underlying limits of insurance”, we may do so at our own expense.
- b. We will be liable for taxable costs, pre- and post- judgment interest and disbursements associated with such appeal. Such payments will not reduce the Limits of Insurance.

2. Bankruptcy

a. Bankruptcy or Insolvency of Insured (Or Inability To Pay)

Bankruptcy or insolvency of the insured or the insured's estate does not relieve us of our duties.

b. Bankruptcy or Insolvency of Underlying Insurer

If any “underlying insurer” becomes bankrupt or insolvent, this insurance:

- (1) Does not replace such “underlying insurance”; and
- (2) Applies as though such “underlying insurance” was available and collectible.

3. Duties In The Event of Occurrence, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an “occurrence” which may result in a claim under this policy. To the extent possible, notice should include:
 - (1) How, when and where the “occurrence” took place;
 - (2) The names and addresses of any injured persons and witnesses;
 - (3) The nature and location of any injury or damage arising out of the “occurrence”; and
 - (4) All information available to identify this policy, including the name of any “insured”.
- b. If a claim is made or “suit” is brought against any insured which may result in a claim under this policy, you must:
 - (1) Immediately record the specifics of the claim or “suit” and the date received; and
 - (2) Notify us as soon as practicable.
- c. For any claim or “suit” which may result in a claim under this policy, you and any other involved insured or their representative must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or “suit”;
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the “suit”;
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply;
 - (5) Take all necessary steps to protect any insured's and our interests;
 - (6) Cooperate with “underlying insurers”, as required by their terms and conditions;

(7) Not at any time make or authorize an admission of liability or attempt to settle or otherwise dispose of any claim or "suit" without our written consent;

(8) If any "underlying insurer" denies coverage for any reason, see to it that we receive written notice of such denial as soon as practicable. Such notice will contain the reason for such denial as stated by the "underlying insurer".

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "ultimate net loss" that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and will not contribute with any "other insurance", whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this insurance.

b. When this insurance is excess over "other insurance", we will pay only our share of the loss that exceeds the sum of:

(1) The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self insured amounts under all that "other insurance".

6. Premium Audit

a. We will compute all premiums for this policy in accordance with our rules and rates.

b. The Premium for this policy, as stated in 6. of the Declarations is not subject to an adjustment unless a rate is stated in the Declarations or an endorsement is attached to this policy.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first named insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Any recoveries will be distributed as follows:

- a. First, we will be entitled to recover to the extent of our payment; and
- b. Next, any remaining amounts will be paid to the "underlying insurers" or any other party to the extent of their payment.

The expenses of the recovery will be distributed in proportion to the share of each party's recovery. But, if we conduct the recovery proceedings by ourselves:

- i. We will pay all expenses; and
- ii. If we make a recovery, we will be reimbursed in full from the recovery for our expenses before the recovery is distributed.

10. When We Do Not Renew

If we decide not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Unintentional Errors or Omissions

Your failure to disclose all hazards existing as of the inception date of this policy will not prejudice you with respect to the coverage afforded by this policy provided such failure or any omission is not intentional. However, you must report such failure or any omission to us as soon as practicable after its discovery.

12. Maintenance of Underlying Insurance

- a. You will maintain all of the "underlying insurance" listed in the schedule of "underlying insurance" in the Declarations in full force and effect throughout this policy period, except for reduction of aggregate limits due to payment of claims, settlements or judgments.
- b. Failure to maintain "underlying insurance" will not invalidate this insurance. However, this insurance will apply as if the "underlying insurance" were in full effect.
- c. You will notify us as soon as practicable when any "underlying insurance" is changed or no longer in effect.
- d. The first Named Insured will furnish us, a complete copy of the "underlying insurance" and any subsequently issued endorsements.

13. Endorsements To This Policy

Reference to Commercial Liability Umbrella or Commercial Excess Liability Coverage Part in any endorsement that is attached to or made a part of this policy will mean this policy.

14. Minimum Premium And Minimum Earned Premium

Earned premium will be subject to the Minimum Premium and the Minimum Earned Premium as stated in the Declarations. In the event of cancellation by you, there will be no return of any portion of the Minimum Earned Premium.

15. Office of Foreign Assets Control

Payments of loss under this insurance will only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

SECTION V – DEFINITIONS

1. "Defense expenses" mean payments allocated to a specific claim or "suit" for its investigation, settlement, or defense, including:
 - a. Attorney fees and all other litigation expenses;
 - b. The cost of bonds to release attachments, but only for bond amounts within the applicable Limit of Insurance;
 - c. The approved Claims Organization service expenses or fees;
 - d. All court costs taxed against the insured in the claim or "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured;
 - e. Prejudgment interest awarded against the insured on that part of the judgment you pay within the applicable self insured retention;
 - f. All interest on the full amount of any judgment that accrues after entry of the judgment and before you have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable self-insured retention; and
 - g. Any amount under Paragraph **A. 2.** of **SECTION I-COVERAGES.**

"Defense expenses" do not include normal operating expenses, salaries or expenses of our employees or your employees.
2. "Hazardous properties" includes radioactive, toxic or explosive properties.
3. "First underlying insurance" means the policy listed in the Declarations under the schedule of "underlying insurance" as the "first underlying insurance".
4. "Occurrence" as defined in the "first underlying insurance" applies to this insurance, whether described as an "occurrence", injury, accident, offense, act, incident, error, omission, event or wrongful act.
5. "Other insurance" means insurance which is available to any insured and covers injury or damage to which this insurance applies, other than:
 - a. "Underlying insurance"; or
 - b. Insurance which is specifically purchased by you to be excess of the insurance afforded by this insurance.
6. "Nuclear facility" means:
 - a. Any nuclear reactor;
 - b. Any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing "spent fuel", or (iii) handling, processing or packaging "nuclear waste";
 - c. Any equipment or device used for the processing, fabricating, or alloying of "special nuclear material" if at any time the total amount of such material in the Insured's custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - d. Any structure, basin, excavation, premises or place prepared or used for storage or disposal of "nuclear waste", and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
7. "Nuclear material" means "source material", "special nuclear material" or "by-product material".
8. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

9. "Nuclear waste" means any waste material **(a)** containing "by-product material" and **(b)** resulting from the operation by any person or organization of a "nuclear facility" included within the definition of "nuclear facility".
10. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
11. "Pollution cost or expense" means any loss, cost or expense arising out of any:
 - a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
12. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any law amendatory thereof.
13. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
14. "Suit" as defined in the "first underlying insurance" applies to this insurance. If the term "suit" is not defined in the "first underlying insurance":
 - a. "Suit" means a civil proceeding in which damages to which this insurance applies are alleged; and
 - b. "Suit" includes **(1)** an arbitration proceeding in which such damages are claimed and to which any insured must submit or does submit with our consent; and **(2)** any other alternative dispute resolution proceeding in which such damages are claimed and to which any insured submits with our consent.
15. "Underlying insurance" means the "first underlying insurance", any self-insured retention and any policies of insurance listed in the Declarations under the schedule of "underlying insurance". "Underlying insurance" will include any renewal or replacement of such policies and any "other insurance" available to you.
16. "Underlying limits of insurance" means the total sum of the limits of all applicable "underlying insurance" listed under this policy's Declarations.
17. "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".
18. "Ultimate net loss" means the total sum, after reduction for recoveries, salvages collectible and "other insurance", that the insured becomes legally obligated to pay as damages under this policy by reason of settlements, judgments, arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Paragraph a. Primary Insurance of 4. Other Insurance of **SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS FOLLOW FORM AND UMBRELLA LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The **Other Insurance** condition under the **Conditions** section is replaced by the following condition:

Primary And Noncontributory

This insurance is excess over, and shall not contribute with any "other insurance", whether primary, excess, contingent or on any other basis. This condition will not apply to:

1. Insurance specifically written as excess over this policy; or
2. If you have agreed in a written contract or agreement that this insurance would be primary and would not seek contribution from any "other insurance" available to the additional insured, then this policy will respond as primary and will not seek contribution from any "other insurance" on which the additional insured is a "named insured" but only with respect to damages arising out of your operations or work on your behalf performed under such written contract or agreement.

When Paragraph 2. above applies, the insurance available to the additional insured under your policy will be the lesser of:

- a. This policy's limits of insurance; or
 - b. The minimum limits of insurance required by such contract or agreement.
3. When this insurance is excess, we will have no duty to defend the "insured" against any "suit" if any other insurer has a duty to defend the "insured" against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers.
 4. When this insurance is excess over "other insurance", we will pay only our share of the loss that exceeds the sum of:
 - a. The total amount that all such "other insurance" would pay for the loss in the absence of this insurance; and
 - b. The total of all deductible and self-insured amounts under all that "other insurance".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

| Coverage Applicable | Enhancement |
|--|-------------------|
| Non-Owned Watercraft | Less Than 50 Feet |
| Supplementary Payments – Bail Bonds | \$1,000 |
| Supplementary Payments – Loss Of Earnings | \$500 per day |
| Newly Acquired Organizations – Extended Coverage | 180 days |
| Subsidiaries As Insureds | Included |
| Fire Damage To Premises Rented To You | \$500,000 |
| Notice To Company – Duties In The Event Of Occurrence, Claim Or Suit | Broadened |
| Unintentional Failure To Disclose Hazards | Broadened |
| Waiver Of Subrogation | Broadened |
| Amendment to Bodily Injury Definition | Broadened |

A. Non-Owned Watercraft

Paragraph **g.(2)** under Paragraph **2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability** is replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

B. Supplementary Payments – Increased Limits

Paragraphs **1.b.** and **1.d.** under **Supplementary Payments – Coverages A And B of Section I – Coverages** are replaced by the following:

- b. Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

C. Newly Acquired Organizations – Extended Coverage

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Subsidiaries As Insureds

The following is added to **Section II – Who Is An Insured**:

- 4. Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:
 - a. If it is a partnership, joint venture or limited liability company;
 - b. If there is other similar insurance available to it;

- c. If there is other similar insurance that would be available to it, but for the termination of the insurance or the exhaustion of its limits of insurance; or
- d. After you cease to own a financial interest of more than 50%.

E. Fire Damage To Premises Rented To You – Increased Limits

Paragraph 6. under **Section III – Limits of Insurance** is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of “property damage” to any one premises while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$500,000; or
 - b. The Damage To Premises Rented To You Limit shown in the Declarations.

F. Notice To Company

The following is added to Condition 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**:

- e. Your failure to first notify us of a claim will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you must report any such “occurrence” to us within a reasonable time once you become aware of such error.

G. Unintentional Failure To Disclose Hazards

Condition 6. **Representations** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations you intend to be covered by this Coverage Part, will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

H. Waiver Of Subrogation

The following is added to Condition 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or “your work” done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the “occurrence”.

I. Amendment to Bodily Injury Definition

Paragraph 3. Of **Section V. – Definitions** is replaced by the following:

- 3. “Bodily injury” means bodily injury, sickness, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time. However, “bodily injury” does not include injury arising out of the offenses designated in the definition of “personal and advertising injury”.



Special Event Application Form

Return completed form to Roscoe Police Department * 10595 Main St. * PO Box 312 * Roscoe, IL 61073

Assembly Block Party Neighborhood Garage Sale

Name of the Event and Sponsoring Organization:

Rock Valley Radio Control Flying Club

Nature of Event:

Radio Control Float Flying of Model Planes

Location of Event: Chicory Ridge Way Pond Projected Attendance: 30 or more

Address of Organizer: [Redacted] Phone Number: [Redacted]

Event Date(s): August 24, 2024

Event Hours: 8AM am/pm until 3PM am/pm

Setup/Assembly Date: August 24 2024 Start Time: 8AM am/pm

Dismantle Date: August 24 2024 am/pm Completion Time: 3PM am/pm

Please describe, in specific details, the scope of your setup/assembly work: (submit separate document if necessary)

Set up area limited to area inside the Chickory Ridge Pond Park.

- Will this event require use of fireworks? [] Yes [x] No
Will this event require street closures [] Yes [x] No
Will alcohol be served? [] Yes [x] No
Will signage be posted? [x] Yes [] No
Will food be served? [] Yes [x] No

If answering yes to any of the above, please provide separate individual permit applications forms as outlined in the Special Event Guidelines and Checklist documents

Phone: (815) 623-2829 * Fax: (815) 623-1360 * Email: permits@villageofroscoe.com



Special Event Application Form

Who is your point of contact for this event? (must be available during entire duration of event)

Name: Robert King Phone Number: [REDACTED]
Email: [REDACTED]

Additional Comments:
Contest Director for event

Applicant Signature: [REDACTED]

Date: 5/14/2024

Return completed application to: Roscoe Village Hall
10631 Main Street
Roscoe, Illinois 61073
permits@villageofroscoe.com

OFFICIAL USE ONLY

Date Filed: _____

Village Administrator: _____ Date: _____
Signature

Village Board (if necessary): _____ Date: _____
Signature

Application Fee Paid: \$100 Special Event: Neighborhood Garage Sale
\$50 Special Event: Assembly
\$25 Special Event: Block Party

_____ Receipt

Cc: Police Department, Public Works, Zoning, HRFPD, WCHD



Special Event
Hold Harmless Agreement

I, **Robert King** _____ indemnify and hold the Village of Roscoe harmless against any and all liability and expenses whatsoever, for bodily injury or death, including without limitation injury or death to agents, employees, servants or volunteers of the applicant(s) that may be casually related to any act of ordinary negligence, intentional, willful or wanton misconduct and any such claim, loss or injury arising out of participation with the event

known as **Rock Valley RC Flyers Float Fly** _____

to be held **At Chicory Ridge Pond Park** _____

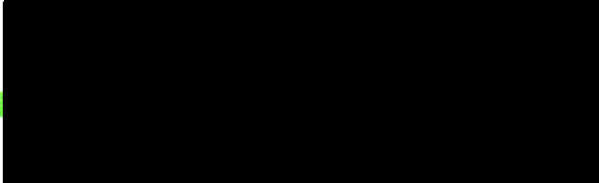
Signed this 14 day of MAY, 2024

Robert King

Name

384 E Riverdale Dr Edgerton WI 53534

Address



Witness

Special Event
Site Plan Exhibit

Please provide a site plan depicting the location of the proposed event, as well all applicable items identified in the Application Checklist. An aerial photograph of the event location will be provided by Village upon request for use by applicant.

Event Site Plan:



VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



| | | | |
|--|--|--|--|
| Agenda Item: Rock Valley Radio Control Flying Club / float flying of model planes | | | |
| Date: May 16, 2024 | | Meeting: COTW 5/21/2024 | |
| Prepared by: Janel Reidinger | | Department: Community Development | |

Overview/Background Information

This annual event is sponsored by the Rock Valley Radio control Flying Club. This is the second event this year that will be held at Chicory Ridge Park on August 24, 2024. The event is to begin at 8 am and will conclude at 3:00 pm.

Key Issues

The organization has asked for permission to have a small boat on the pond to retrieve any planes that may not land properly. HRFD, Roscoe PD and Roscoe PW have stated , “no issues” with this event.

Fiscal Note/Budget Impact

N/A

Prior Legislative Actions

This event has been held at Chicory Ridge Park for several years.

Action Required/Recommendation

Approval of the special event held in Chicory Ridge Park.

Attachments

Attachments in packet

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



| | | | |
|---------------------|--|--------------------|---------------------|
| Agenda Item: | Discussion of Illinois Secretary of State (DMV) facilities located at Roscoe Village Hall. | | |
| Date: | May 17, 2024 | Meeting: | May 17, 2024 - COTW |
| Prepared by: | Josef Kurlinkus | Department: | Administration |

Overview/Background Information

In 1999, the Village of Roscoe purchased a parcel of land adjacent to what was at the time a combined Village Hall and Police Department, remodeled the small residential structure that was located on the parcel, and provided the use of the property to the Illinois Secretary of State for use as a department of motor vehicles facility. In 2010, Village Hall was remodeled into its current configuration, and the DMV moved into the location where it currently resides (after temporarily being relocated to the Roscoe Center shopping area), free of charge, and currently without a lease in place. For much of the earlier times that the DMV was located on Village property, it was generally well used facility, that was able to offer much of the services needed by the Village’s residents.

However, as the years have passed, the services offered by the Secretary of State at Roscoe’s “Express” DMV have become more and more limited. Currently, the Village’s DMV is only open 9am – 4pm Wednesday, Thursday, and Friday, and provides only a limited number of services (mainly renewals of drivers licenses – not requiring exams, license plate registrations, and state IDs). Notably, REAL IDs cannot be issued from this facility.

Additionally, since the COVID pandemic, Secretary of State Giannoulias has made it his goal to continue to modernize the Secretary of State, and to make services available through other means, or eliminate the requirements altogether, recently “... asking Illinoisans to start 2024 by making a New Year’s resolution: don’t come to the DMV,” ... “I’m serious. Don’t come unless you are 100 percent certain that you need to visit one of our facilities.”

However, the effect that these limited hours and push towards alternative means of service is that the many of those patrons of the DMV that do come to the Village facility either 1) come on a day or time that it is closed, or 2) must be sent away to another DMV because the service they are looking for is not available at the Village. A large percentage of the foot traffic coming into Village Hall on any given week are those looking for DMV services, and each week, quite a few of those people leave disappointed, angry or upset, often venting their frustrations at the Village staff – who help them as much as possible, but generally can only provide general information.

Most recently in 2017, and every few years prior to that, the Village Board has assessed the desirability of continuing to provide a space in Village Hall for use by the DMV. During the 2017 discussions the Village came close to entering into a lease agreement where the DMV would pay at least a small portion of the annual maintenance and upkeep the building, but the agreement was never finalized due to changes in the administration in Springfield. In light of the Secretary of State’s new priority of limiting the public’s in person interactions with the DMV, and because we have received a request from the DMV to install fiber optic equipment into Village Hall to serve their facility – which includes pushing a line under main street, into the parking lot, and installing conduit through the side of Village Hall – this appears to be an appropriate time to bring this back before the Board for discussion, and to provide village staff with direction on the future use of the space.



Vehicle Show ×
 Purchase your Vehicle Show special event license plate. [Learn how!](#)

Secretary of State Facility Location



Roscoe Express

[Facility Listing](#)
 Roscoe Village Hall
 10631 Main St.
 Roscoe, IL 61073
 815-623-9063
[Get Directions](#)

| Hours | |
|-----------|-------------------|
| Sunday | Closed |
| Monday | Closed |
| Tuesday | Closed |
| Wednesday | 9:00 am - 4:00 pm |
| Thursday | 9:00 am - 4:00 pm |
| Friday | 9:00 am - 4:00 pm |
| Saturday | Closed |

Services Available

- Address Change
- Commercial Drivers License
 - Renewal
 - Vision Screening
- Disability Placards
 - Temporary First Time Issuance
 - Temporary Replacement
- Drivers License
 - Renewal
 - Vision Screening
- License Plates
 - Renewal Stickers
- Organ Donor Registry
- State ID
 - Duplicate/Corrected
 - First Time Issuance
 - Renewal

Facility Information

Cash, check, credit cards and debit cards are accepted for Secretary of State transactions. American Express, Discover, MasterCard and Visa credit and debit cards are accepted. Only a check or money order is accepted for Illinois Department of Revenue transactions.

- [Driver's License Fees](#)
- [Vehicle Emissions Testing](#)
- [Vehicle Fees](#)
- [Complete Facility Listing](#)

- Driver Record (Abstract)
- Drivers License
 - Duplicate/Corrected
 - Instruction Permit Duplicate/Corrected
- Vehicle
 - Registration Renewal
- Voter Registration Applications

Services Unavailable

- Administrative Hearings Officer
- Commercial Drivers License
 - Duplicate/Corrected
 - First Time Issuance
 - Road Test
 - Written Test
- Disability Placards
 - Permanent
- Drivers License
 - First Time Issuance
 - Instruction Permit First Time Issuance
 - Instruction Permit Renewal
 - Motorcycle Road Test
 - Motorcycle Written Test
 - Non-Visa Temporary
- License Plates
 - Trailer TB-TN
 - Transfer
 - Truck D-Z
 - TA Trailer
- Non Sufficient Funds
- Non-CDL Road Test
- Non-CDL Written Test
- Reinstatement Fees
 - Discretionary Suspension (Traffic related)
 - Failure to Appear Suspension
 - Family Responsibility Suspension
 - Mandatory Insurance Driver's License
 - Mandatory Insurance Vehicle

- Visitors (TVDL)
 - Road Test
 - REAL ID
 - Temporary Visitors (TVDL)
 - Written Test
- IRP Permits
- License Plates
 - Antique
 - B-Truck
 - C-Truck
 - Farm Trailer VDD-VDL
 - Farm Truck VF-VZ
 - Mileage
 - Motorcycle
 - Passenger
 - Recreational Trailer
 - Recreational Vehicle
 - Semi Trailer
 - Specialty Plate Requests
 - Sticker Replacement
- Revocation of Driver's License
- Safety Responsibility Suspension (Uninsured Crash)
- Statutory Summary Suspension
- Unsatisfied Judgment Suspension
- Zero Tolerance Suspension
- Special Hauling Permit
- State ID
 - REAL ID
- Vehicle
 - Drive-Through Registration Renewal
 - ID Cards Duplicate/Corrected
 - Registration Only
 - Sticker Replacement
 - Title and New Registration
 - Title and Transfer
 - Title Duplicate/Corrected
 - Title Expedited Service

- Title Only
- TRP Permits
- 30-Day Drive Away Permits
- 7-Day Drive Away Permits

**VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2017-R01**

A RESOLUTION AUTHORIZING THE EXECUTION OF THE ILLINOIS MUNICIPAL INSURANCE COOPERATIVE INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the Illinois Constitution (Ill. Const., Art. VII, Sec. 10) (the "Constitution") authorizes units of local government and public agencies to associate among themselves to obtain or share services and exercise any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the Corporate Authorities of the Village of Roscoe, Winnebago County, Illinois, are authorized by the "Intergovernmental Cooperation Act" (5 ILCS 220/1) to exercise jointly any powers, privileges, functions or authority that each local government unit or public agency may exercise, unless specifically and expressly prohibited by law; and

WHEREAS, the Village of Roscoe currently maintains facilities at its Village Hall located at 10631 Main Street, Roscoe, Illinois, of which currently houses the Illinois Secretary of State's Village of Roscoe Driver Services Facility; and

WHEREAS, the Corporate Authorities of the Village of Roscoe, Winnebago County, Illinois, find that it is in the best interests of the Village of Roscoe, its residents, and the users of the Driver Services Facility, to enter into a written agreement governing the terms of use for such facility by the State of Illinois, and its Secretary of State, and to authorize the President and Clerk to execute an Intergovernmental Lease Agreement, and such necessary related documents, with the Illinois Secretary of State for the use of space within the Village of Roscoe Village Hall, for use as a Driver Services Facility; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE, WINNEBAGO COUNTY, ILLINOIS, AS FOLLOWS:

SECTION ONE: that the Village Board of the Village of Roscoe, Winnebago County, Illinois, does hereby approve the document entitled " ROSCOE ILLINOIS DRIVER SERVICES FACILITY INTER-AGENCY AGREEMENT" (hereinafter "Agreement") between the Village of Roscoe and the Illinois Secretary of State, for the use of approximately 1243 sq. ft. of space within the Roscoe Village Hall located at 10631 Main Street, Roscoe, Illinois, for use as a Driver Services Facility for a period of five years, and as set forth more fully in Exhibit "A" attached hereto, and incorporated by reference

SECTION TWO: That Village Board does hereby further authorize and direct the Village President and the Village Clerk to execute Exhibit "A" on behalf of the Village of Roscoe and to perform any other action as may be necessary or convenient to effectuate this Ordinance.

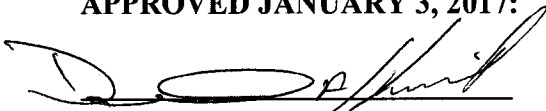
SECTION THREE: that all existing Ordinances and Village Code provisions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby deemed null, void, and of no legal effect, and are specifically repealed.

SECTION FOUR: if any section, clause, provision or portion of this Ordinance shall be held to be invalid or unconstitutional by any Court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance, and this Village Board hereby expressly acknowledges that it would have enacted this Ordinance even with the invalid portion deleted.

SECTION FIVE: that this Ordinance shall be in effect immediately after its passage by the Village Board, its approval by the President, and its publication as required by law, and recording.

| 2016-R01 | | | | |
|-------------------------------------|------------|------------|----------------|---------------|
| 1st Read: | | | | |
| PASSED BY ROLL CALL VOTE ON: | | | | |
| NAME | AYE | NAY | ABSTAIN | ABSENT |
| Trustee Robert Baxter | ✓ | | | |
| Trustee Carol Gustafson | ✓ | | | |
| Trustee Stacy Mallicoat | ✓ | | | |
| Trustee Kevin Muradian ① | ✓ | | | |
| Trustee Susan Petty | ✓ | | | |
| Trustee Lindsey Swanson ② | ✓ | | | |
| President David A. Krienke | | | | |

APPROVED JANUARY 3, 2017:


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK



JESSE WHITE
SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE

Property Management

176 Howlett Building
SPRINGFIELD, ILLINOIS 62756

CONTRACT #17PM082024

**ROSCOE
ILLINOIS STATE ARCHIVES
INTER-AGENCY AGREEMENT**

THIS LEASE AGREEMENT made and entered into by and between the **State of Illinois**, by **Jesse White, not individually but as Secretary of State**, hereinafter referred to as "**Lessee**", and the Village of Roscoe, hereinafter referred to as "**Lessor**".

ARTICLE I. DEMISED PREMISES

The Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of the Lease hereinafter set forth, does hereby demise and lease unto the Lessee, the following described premises, situated in the County of Winnebago, State of Illinois, commonly known as 10631 Main Street, Roscoe, Illinois 61873 consisting of approximately 1,243 square feet of office space in the Roscoe Village Hall. The said space is subject to verification by the Lessee, on the property legally described as attached **EXHIBIT E**.

ARTICLE II. TERM OF LEASE

Lessee shall have and hold the above-described premises, appurtenances, hereditaments, and rights for the term of 60 months commencing February 1, 2017, and terminating on January 31, 2022, at 11:59 p.m.

ARTICLE III. USE OF PREMISES

Lessee agrees that during the term of this Lease, the premises will be occupied by the Illinois Secretary of State for the purpose of a Driver Services Facility. Lessee reserves the right to designate the premises for use and occupancy by any other department of the Office of the Secretary of State, at its sole discretion.

ARTICLE IV. RENT

The Lessee agrees to pay as rent for the term of the Lease the sum of Thirty Thousand Dollars and Zero Cents (\$30,000.00); payable in 60 monthly payments, as provided in the following rent schedule, commencing on February 1, 2017, and every month thereafter, through and including January 31, 2022. Each lease year, Lessor will receive the rents for the months of July and August in the month of August. All rental payments shall be payable to Lessor, at Village of Roscoe, 10631 Main Street, Roscoe, Illinois 61873.

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

A. Rent Allocation Schedule

Rent Payment Allocation: 01/01/17 – 12/31/22

| <u>Allocation</u> | <u>PSF/Year</u> | <u>Per Month</u> | <u>Per Year</u> |
|-------------------|-----------------|------------------|--------------------|
| Base Rent | N/A | \$ 500.00 | \$ 6,000.00 |

If this Lease is terminated, by Lessee, as hereinafter provided, the rental at the monthly rate specified shall be payable only to the date of termination of this lease.

B. Lease Amendment Agreement

Lessor and Lessee further agree to amend this Lease subsequent to its execution by a Lease Amendment Agreement. Additionally, said new document shall set forth any corrections of clerical, typographical or other non-substantive errors and omissions in the Original Executed Lease.

ARTICLE V. POSSESSION

- A. Lessee shall be entitled to possession on the first day of the term of this Lease. Should Lessor be unable to give possession, Lessee shall not be liable for rent and rent shall be prorated from date of occupancy. Upon expiration or termination of this Lease as herein provided, Lessee shall yield the demised premises back to Lessor in as good of a condition as the date of Lessee's possession except damage or loss by fire, storm, earthquake, or other casualty and ordinary wear and tear.

ARTICLE VI. PROPERTY TAXES, UTILITIES

- A. Lessor shall pay all property taxes and effectuate payment by date due and owing.
- B. All utilities (natural gas, electric, water and sewer) shall be paid for by Lessor. Lessor shall provide air conditioning and heating systems that will maintain an average temperature of 70 degrees, plus or minus 5 degrees, through all seasons.

ARTICLE VII. ADDITIONAL COMPENSATION AND/OR REIMBURSEMENT

INTENTIONALLY DELETED

ARTICLE VIII. PREMISES MAINTENANCE

- A. Lessor shall be responsible for repairs, replacements and maintenance to the interior of the premises, except repairs to the tenant's personal property and unless damage is caused by Lessee or his agents and employees, as well as damage caused by vandalism, including but not limited to elevators (if any), electric, lighting systems, windows, plate glass, doors, door checks, and plumbing systems within the demised premises. Lessee agrees to keep the premises clean and orderly. Lessee shall not allow garbage, paper, bottles, food, dirt or other items to accumulate so as to create a health or fire hazard. Maintenance to the premises shall also include replacement of light bulbs and light fixtures.

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

- B. Lessor shall be responsible for repairs, replacements and maintenance to the exterior portion of the building, including the heating and air conditioning systems and roof. Lessee shall operate all heating, air conditioning, electrical and plumbing systems only in accordance with the proper procedure for the operation of the same.

ARTICLE IX. ALTERATIONS, IMPROVEMENTS, ADDITIONS

Lessee will not make any additions to the premises or any substantial improvements or alterations without the written consent of Lessor, which shall not be unreasonably withheld. Lessee represents that any such addition, alteration or improvement shall comply with all applicable state and local codes and ordinances.

ARTICLE X. INSURANCE

A. Fire and Extended Coverage

Lessor shall pay for fire insurance with extended coverage endorsements on replacement of improvements, with a company authorized to do business in the State of Illinois, in the amount of the actual replacement cost of said improvements as of the date of this agreement and adjusted annually at the current replacement cost of said improvements on each anniversary date of the insurance policy. Lessor shall provide evidence of insurance at the time the Lease is signed, including but not limited to an insurance binder setting forth such coverage, and a copy of such policy shall be delivered to Lessee within ten (10) days of execution of Lease.

Lessee shall be named as additional insured and Lessee shall be notified within ten (10) days of lapse or cancellation of said policy. Lessor shall have thirty (30) days to remedy any lapse or calculation in policy, if Lessor fails to remedy within thirty (30) days, Lessee may at their discretion, pay the insurance premium and deduct same from the rent due and owing the Lessor, or Lessee may at Lessee's discretion, terminate lease.

B. Public Liability Insurance

In addition to any other insurance, Lessor agrees to maintain in full force from the date of this Lease and throughout the term, thereof, so long as Lessee is in occupancy of any part of the premises, a policy of public liability and property damage under which Lessee will be named as additional insured. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000.00) for bodily injury or death to one or more persons, and One Hundred Thousand Dollars (\$100,000.00) with respect to damage to property. **Lessor shall provide evidence of insurance at the time the Lease is signed, including but not limited to an insurance binder setting forth such coverage,** and a copy of such policy shall be delivered to Lessee within ten (10) days of execution of Lease.

ARTICLE XI. FIRE OR OTHER CASUALTIES

- A. Should the demised premises, or any part, thereof, be damaged or totally destroyed by fire or other casualty, however caused, the rental and other payments shall cease as of that date. Unless, however, if after such occurrence, Lessee continues to occupy a portion of said premises, then the rental amount shall be apportioned according to the square footage of the office space so occupied and paid as to that part of said premises continued to be occupied until such date as the damaged or destroyed portion of the premises is repaired or restored. Whereupon, the payment of full monthly installments shall be resumed. In the event that Lessor does not or cannot rebuild the demised premises within one hundred-eighty (180) days from the date of said fire or other casualty, Lessee has a right to terminate this Lease without further obligation whatsoever. Lessor must notify Lessee within thirty (30) days of said occurrence of Lessors' intent to rebuild the premises. Lessors' failure to notify Lessee within the thirty (30) day period will be deemed by Lessee an intent not to rebuild the premises.

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

ARTICLE XII. HAZARDOUS MATERIALS**A. Hazardous Material**

1. Definition:

“Hazardous substance”: As defined in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 (14); and the Illinois Environmental Protection Act, 415 ILC 5/3.215; §3.220; §3.225; §3.235; §3.240; §3.260; and including but not limited to asbestos or asbestos-containing materials or PCBs or PCB containing materials and all other substances defined as hazardous or toxic by any federal, state or local law now or after this date in effect, and all rules and regulations adopted pursuant to such laws.

2. Conditions:

- a. Lessor, to the best of its knowledge, has no violation of any applicable environmental, health or safety laws, or the presence of any hazardous substances on the leased premises or in the soil and ground water on or under the premises.
- b. Lessor warrants that, to the best of its knowledge, the leased premises have been and are currently in compliance with the provisions of all federal, state and local environmental, health and safety laws, and all rules and regulations promulgated there under.
- c. Lessor represents that, to the best of its knowledge, any handling, transportation, storage or use of hazardous substances on the leased premises has been and is currently in compliance with all applicable federal, state and local laws.
- d. Lessor has undertaken all appropriate inquiry into the previous ownership and use of the premises that are reasonable, ascertainable, and consistent with good commercial or customary practice.
- e. In the event that hazardous substances are discovered on the leased premises, and the presence of such substances is not attributable to any action on the part of the Lessee, Lessor shall be fully responsible for all costs, which may arise, from the presence and/or removal of such substances.
- f. Lessor shall indemnify and hold Lessee harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the terms of this Lease in connection with the presence or removal of hazardous substances from the leased premises.
- g. If the leased premises are discovered at any time during the term of the Lease to contain hazardous substances, and the presence of such substances is not attributable to any action on the part of the Lessee, Lessee may, after first providing Lessor with ten (10) days written notice and a reasonable opportunity to cure, terminate this Lease immediately without penalty.
- h. Lessor is responsible for air sampling, testing, monitoring and abatement of any foreign matter identified as harmful to the quality of air within the leased premises.
- i. All of the provisions of this Lease pertaining to hazardous substances shall survive the expiration or termination of this Lease.

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

ARTICLE XIII. QUIET ENJOYMENT

Lessor covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein and the Lessee upon performing all the obligations and agreements as required by this Lease shall and may peaceably name, hold and enjoy the said premises for the term of this Lease, free from harassment, disturbance, or eviction by the Lessor or any other person or legal entity whatsoever other than as provided in **Article XVI**.

ARTICLE XIV. CONDEMNATION

If, during the term of this Lease, or any renewal thereof, the whole or part of the premises, or such portion thereof, as will make the premises unusable for the purpose leased shall be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event last occurs. Upon such occurrence, the rent shall be apportioned as of such date. Lessee may remove all of his fixtures and equipment before any such public taking and may file a claim for relocation expenses.

ARTICLE XV. ZONING

Lessor warrants that it has received no notice of any building code violations to the proposed leased premises. Lessee acknowledges that a special use permit may be required by the local municipality and shall furthermore be responsible to obtain such permit, including any and all costs associated with the special use permit, if any.

ARTICLE XVI. SUBORDINATION

This Lease and all rights of Lessee hereunder, are and shall be subject and subordinate to the lien of any first mortgage or contract, which may hereafter affect the fee title of the demised premises. Notwithstanding any default in the mortgage or contract, and any foreclosure thereof, or the enforcement of any holder thereof, of any rights or remedies there under or otherwise, Lessee shall remain in quiet and peaceful possession of the demised premises throughout the term thereof, and any extension or renewal thereof, provided that the Lessee is not in default of any of the terms or conditions of this Lease.

ARTICLE XVII. ASSIGNMENT AND SUBLETTING

Lessee retains the right to assign or sublease the premises, in whole or in part, to any other branch or agency of the government of the State of Illinois upon thirty (30) days notice to Lessor. Lessee shall not otherwise have the right to assign or transfer this Lease, nor sublet the leased premises in whole or in part, without the prior approval of Lessor, which shall not be unreasonably withheld.

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

ARTICLE XVIII. NOTICES

All notices or other communications required hereunder shall be deemed effectively given when deposited in the United States mail, in certified/registered form, return receipt requested, addressed to the parties as follows:

LESSOR: Village of Roscoe
10631 Main Street
Roscoe, Illinois 61873

LESSEE: Jesse White, Secretary of State
Department of Property Management
501 S. 2nd St. – Howlett Building, Room 176
Springfield, Illinois 62756

ARTICLE XIX. GENERAL PROVISIONS

Notwithstanding any terms to the contrary, the following general provisions shall be obligatory by and between Lessor and Lessee.

- A. Lessee will not cause or permit any waste, misuse or neglect of the water, gas, or electricity, or other utilities, nor the fixtures for the water, gas, air conditioning and electric lights.
- B. Intentionally Deleted
- C. Intentionally Deleted
- D. The lessee at its sole option may renew this lease for a further period of Twelve (12) months, or any portion of the said Twelve (12) month period, upon the same terms and conditions, by giving a thirty (30) day notice to the lessor, prior to the expiration of this lease.
- E. All disputed issues will be resolved in the Court of Claims of the State of Illinois.
- F. If said premises are not in good and tenantable condition at any time during the term of this Lease, Lessor will place said premises in good and tenantable condition within thirty (30) days after written notice by Lessee. If, after proper notice to the Lessor by Lessee, and the expiration of thirty (30) days, the said Lessor has not attempted to cure any defect designated by Lessee; or within ten (10) days, has not presented Lessee with an acceptable time schedule for completion, then Lessee may cure the defects at its own expense and deduct said expenses from the monthly payments for rent until said amount is paid in full. If Lessor fails to keep the premises in a good and tenantable condition, after repeated notifications by Lessee, Lessee may terminate the lease as herein provided without penalty.
- G. Lessor will immediately remove and/or correct any security, safety, or health hazards, not caused by acts or negligence of the Lessee pursuant to the Lease. Upon refusal or negligence of the Lessor to comply with any such order, within four (4) hours, the Lessee may promptly remedy such hazards and deduct the reasonable cost and expense thereof from the rents, which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed.
- H. Intentionally Deleted

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

- I. It is mutually covenanted and agreed that either party may terminate this Lease effective on the last day of any calendar month by giving a ninety (90) day written notice to the other party.
- J. Intentionally Deleted
- K. Lessor shall provide:
1. All normal exterminating services as requested by Lessee.
 2. All fire extinguishers (and other fire safety devices and maintenance of same, as required by state and local law).
 3. All grass cutting, shrubbery and lawn maintenance, i.e., removal of any trash or debris, which accumulates around the building or grounds.
 4. Snow removal of sidewalks, parking lot, testing area and all hard-surface areas needed for ingress and egress of vehicles.
 5. All parking lot maintenance (including maintaining a smooth surface, providing directional signs, parking blocks and periodic striping of parking spaces, etc.) shall be provided by Lessor, at Lessor's expense.
 6. Maintenance of flagpole, ropes and halyards, as needed.
- L. Lessor shall provide and pay for:
1. Appropriate exterior refuse container and trash removal from premises.

ARTICLE XX. HOLDING OVER

In the event of expiration or termination by Lessor of this agreement and any extensions thereof, the Lessee may hold over for a period not to exceed Ninety (90) days, from the effective date of such expiration. The Lessor shall be notified in writing of Lessee's intention to hold over and rents shall be paid in the same manner and the same rate as specified in the Lease for the last month's rent payment. The last rent payment shall be paid on or about the date of vacating by Lessee and prorated on a daily basis for the number of days of occupancy subsequent to the due date of the preceding rent payment and shall be prorated to the actual date of termination and departure of Lessee.

ARTICLE XXI. LOSS OF FUNDING

Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

ARTICLE XXII. OPTION TO PURCHASE

Intentionally Deleted

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

ARTICLE XXIII. PREVAILING WAGE ACT:

As a condition of payment, Lessor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial cleaning services, window washing, building and grounds services site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (30 ILCS 500/25-60 (b)). The State of Illinois has the authority to request certified payrolls. Any stipulation made by Lessor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (820 ILCS 130/4(a)).

Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at the web site <http://www.state.il.us/agency/idol/>. You must check with the Illinois Department of Labor before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this contract.

ARTICLE XXIV. VALID DRIVER'S LICENSE:

INTENTIONALLY DELETED

ARTICLE XXV. EXHIBITS

- A. Financial Disclosures and Conflicts of Interest
- B. Financial Disclosures and Conflicts of Interest
- C. Real Estate Lease Form Disclosure Statement
- D. Janitorial (Intentionally Deleted)
- E. Legal Description
- F. Subcontractor Certification

ARTICLE XXVI. SUPPLEMENTAL TERMS AND CONDITIONS

A. PROHIBITION ON CONTINGENT FEES

LESSOR warrants that no person or agency has been employed or retained to solicit or obtain this LEASE upon the agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, LESSEE shall have the right to annul this LEASE without liability or, in its discretion, to deduct from the lease price for consideration, or otherwise recover, the full amount of the contingent fee.

"Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a LESSOR for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

“Bona fide employee,” as used in this clause, means a person, employed by a LESSOR and subject to the LESSOR’S supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

“Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

“Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

B. DATA SECURITY STANDARDS

LESSOR hereby acknowledges the existence of LESSEE’S Data Security Standards, which have been adopted and published by LESSEE at:

http://www.cyberdriveillinois.com/publications/pdf_publications/dataaccessstandards.pdf

It shall be the responsibility of LESSOR to become informed of all such standards and procedures which may be associated with work to be performed under this LEASE and to remain in full compliance with the same at all times.

C. SECURITY POLICY

LESSOR hereby acknowledges the existence of LESSEE’S Security Policy. It shall be the responsibility of LESSOR to become informed of such Policy and to remain in full compliance with same at all times.

D. NETWORK SECURITY ASSESSMENT

LESSOR hereby acknowledges that this LEASE is contingent upon LESSOR’S satisfactory completion of LESSEE’S Network Security Assessment. It shall be the responsibility of LESSOR to provide notice to LESSEE in the event of a change in the information provided to LESSEE in any response to LESSEE’S Network Security Assessment.

E. MINIMUM INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

Intentionally left blank.

F. REQUIRED FEDERAL CLAUSES, CERTIFICATIONS AND ASSURANCES

Intentionally left blank.

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

ARTICLE XXVII. ENTIRE AGREEMENT

This Lease, Supplemental Terms and Conditions and any exhibits hereto, set forth all of the covenants and agreements and understandings between the Lessor and Lessee concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than that which may appear as amendments and which shall be in writing, signed by the parties and attached hereto. In the event of a conflict between the Secretary of State contractual agreement and any Lessor terms or conditions, the Secretary of State terms shall prevail and control. If there is a contradiction, conflict, or inconsistency between the Secretary of State contractual provisions and any Lessor terms and conditions, including any Lessor attachments, the contradiction, conflict, or inconsistency shall be resolved in favor of the Secretary of State contractual provisions.

VILLAGE OF ROSCOE INTER-AGENCY AGREEMENT

IN WITNESS WHEREOF, Lessor has executed the foregoing Lease and Lessee has caused the same to be executed in quintuplicate this _____ day of _____, 20____, in the City of _____, County of _____, and State of Illinois, and the aforesaid Agreement shall be binding upon the heirs, executors, and assigns of the respective parties.

LESSOR:

Lessor Signature (date)

Name (printed)

Title

Phone number

Fax number

Email

State of _____
County of _____
Signed and attested before me on _____
(date)

By: _____
(Seal)

Signature of Notary Public

LESSEE: STATE OF ILLINOIS
Approved by:

Jesse White, Secretary of State (date)
Acting in his capacity as Secretary of State
and not individually

Title

Recommended by Property Management:

Department Signature (date)

Name (printed)

Title

Reviewed for Legal Sufficiency for the
the Office of the Secretary of State:

Reviewed for Fiscal Sufficiency for
Office of the Secretary of State:

Name (date)

Name (date)

Staff Report - Village Board Meeting of May 21, 2024

Topic: Discussion of potential ordinance amendment to increase the maximum residential driveway width beyond the established maximum of 24 feet in residential zoning districts.

Zoning Districts

Potentially Affected: One-Family Residential (R1) District, Two-Family Residential (R2) District, Multifamily (RM) Residential District

Existing Ordinance: Zoning Ordinance Sec. 155.15.9

The Residential Driveway Design Standards of Sec. 155.3.4(B)(6) set a maximum residential driveway width of 24 feet at the property line. The code was written to provide a built-in flexibility to accommodate garages that are larger than a standard two-car garage by allowing a residential driveway to match the width of a garage's front façade for a total distance of 20 feet beyond the garage doors before tapering within a 10-foot distance down to the established maximum driveway width of 24 feet.

The Board is considering an amendment to allow driveways to extend to a width beyond the current established maximum, with possible consideration to allow driveway design to run at one continuous width all the way to the street without requiring the established tapering as it meets the public right-of-way.

Staff Analysis

& Considerations: Residential Driveway Design Standards are established within the Code to minimize the amount of excessive pavement in residential neighborhoods. The standards in place allow for a maximum driveway width that permits the easy maneuvering of two vehicles to and from up to a two-car garage, providing an ample 12 feet of access per car, which is the standard width of a highway traffic lane. This width was chosen because it is a standard roadway width that provides more than ample room for the maneuvering of vehicles within a residential driveway.

As described above, there is also a provision that provides flexibility to accommodate continuous paving to garages with widths greater than 24 feet and more than two garage doors.

Allowing an exception from the established maximum residential driveway width creates a precedent that could have the negative effect of substantially increasing the amount of hardscape and paved surfaces allowed within the Village's residential neighborhoods. Excessive amounts of hardscape have the following effects:

- Substantially reduce the amount of greenspace in residential front yards visible from the public right-of-way. While the difference of an additional 5 – 10 feet, for example, may seem minimal on a specific site, the impacts that such an increase could have on entire neighborhoods would drastically change the visual appearance and character of residential neighborhoods and detract from the amount of greenspace in areas where people live.
- Nearby communities have similar established regulations:
 - City of Beloit, WI:
 - According to [Sec. 11-23\(6\)](#), no noncommercial driveways may have a width greater than 24' at the public street right-of-way.
 - Driveways with 3-car garages or larger may have driveways that may not exceed 30'.
 - City of Rockford, IL: Sec. 20-007(c)(1)
 - The width of any driveway may not exceed 24 feet as measured at the street right-of-way. The width of a driveway may not exceed 24 feet except when the driveway flares to accommodate parking in a 3-car garage.
 - Village of Rockton, IL:
 - Single-family residential uses may have a driveway that does not exceed 18 feet at the right-of-way line for any one or two-car garage.
 - Single-family residential uses with 3-car garages may have a driveway width up to a maximum 20 feet.
 - Two-family residential uses may have a driveway with a maximum width of 20 feet.
- Stormwater runoff impacts:
 - Per the US EPA:
 - When it rains, stormwater runoff from impervious surfaces runs off driveways and roofs into the street. Runoff on hardscape picks up fertilizer, oil, pesticides, dirt, bacteria, and other pollutants as it makes its way to and through storm drains and ditches, where it then runs – untreated – into our streams, rivers, and lakes. Polluted runoff is one of the greatest threats to clean water in the United States.
 - Increasing driveway width maximums would allow any residential property to significantly expand the amount of hardscape allowed on their property, which would reduce the

amount of pervious greenspace that would otherwise soak up rainwater, keeping it onsite and reducing polluted runoff flowing into streets and local waterways. Driveways capture rainwater runoff and sediment that gets carried into the stormwater infrastructure which can increase the likelihood of clogging and flooding.

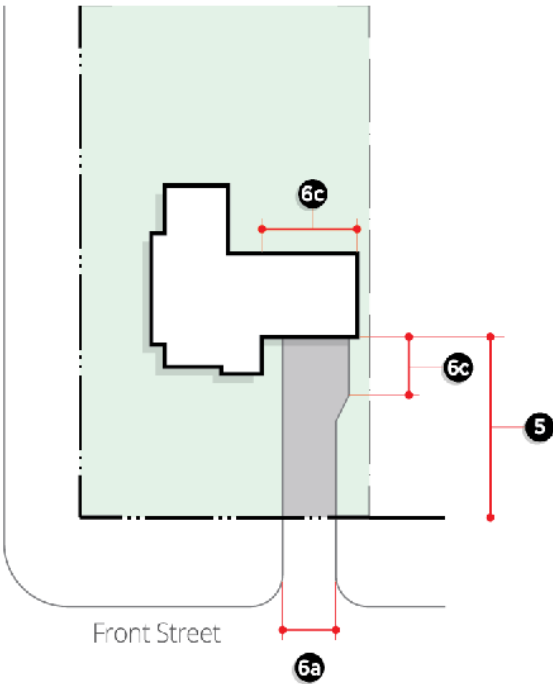
- Increasing driveway widths beyond what is generally accepted as standard and practical runs counter to implementing policies that promote climate resiliency.
- According to the [Illinois State Climatologist Office](#) and Prairie Research Institute, increasing rainfall intensity associated with climate change is projected to increase flood frequency across the state and has already stressed urban drainage systems, which are often prone to flooding due to prevalent land development patterns. Between 2007 and 2014, 94.63% of the \$2.319 billion in private and National Flood Insurance Program claims were in urban areas, and over 90% of those claims were outside of mapped floodplains.

Sec. 15-410. Development standards applicable to residential districts.**(a) Garages.**

- (1) A lot with a single-family dwelling that is 1,199 square feet or less in area shall be required to have a single-car garage at a minimum.
- (2) A lot with a single-family dwelling that is 1,200 square feet or more in area shall be required to have a two-car garage at a minimum.

(b) Residential driveways.

- (1) A residential driveway is any paved hard-surfaced, manmade area used to access any garage or accessory building, or leads to a garage, outdoor or indoor parking area, or is an established and surfaced portion of the lot, the use of which is for the purpose of ingress or egress to a carport, garage, accessory structure, parking area, or loading and unloading station for vehicles, whether the driveway crosses the village right-of-way or not.
- (2) All residential driveways must comply with the following standards, in addition to those set forth in the village subdivision code and other provisions of this Code:
 - a. No residential driveway shall be set within the required side yards as required in section 15-408. The restriction in this subsection (b)(2)a does not apply to lots on a cul-de-sac;
 - b. Only one driveway is permitted for each lot in the R1 district, unless a variance is granted by the village board of trustees.
- (3) All residential driveways must be constructed directly from the public road to the attached garage. If there is no attached garage the driveway shall be constructed to the primary detached garage if situated in the front or side yard.
- (4) No residential driveways may be built to any accessory structure, other than a garage as detailed in subsection (b)(3) of this section, unless a variance is granted by the board of trustees.
- (5) Residential driveways shall extend for a minimum of 30 feet in between the public right-of-way and garage.
- (6) Residential driveway design standards.
 - a. Residential driveways shall not exceed 24 feet in width at the property line.
 - b. Residential driveways shall be constructed of a minimum of two inches of bituminous pavement with six inches of aggregate base, Portland cement concrete at least four inches in thickness, concrete pavers, paving blocks, or similar materials approved by the village engineer.
 - c. A garage access drive, the width of the garage, as measured from the garage walls, is permitted to extend for a distance of 20 feet from the garage doors before tapering, within ten feet, back to the maximum driveway width.
- (7) In addition to the requirements of article X of this chapter, residential circular driveways are permitted in a front or corner side yard, so long as it conforms to the following requirements:



Graphic 15-410. Residential Driveways Design Standards

1. The minimum lot width is greater than 125 linear feet.
2. The minimum setback for residential structures in the yard in which the circular driveway is located shall be 30 feet.
3. Circular driveways shall have a minimum width of nine feet, and a maximum width of 12 feet except where it provides access to a garage entry.
4. There shall be a landscaped area between the circular driveway and the public right-of-way with a depth of no less than ten feet and a width of no less than 20 feet. This area shall include decorative landscaping intended to screen the circular driveway area.

(c) *Residential parking pads.*

- (1) *Limit.* A residential driveway may be extended to include one parking pad.
- (2) *Configuration.*
 - a. A parking pad shall be a minimum of ten feet in width.
 - b. The portion of the parking pad adjacent to the driveway shall have a maximum length of 25 feet, as measured from the front facade line of the garage. A minimum seven-foot taper shall be included in the 25-foot maximum.
 - c. The portion of the parking pad adjacent to the garage shall have a maximum length of 20 feet as measured from the front facade line of the garage.
- (3) *Location.* The parking pad shall be set back a minimum of three feet from any side property line.

- (d) *Residential anti-monotony standards.* The following standards and definitions shall apply to the construction of all new single-family detached dwellings within the village after the effective date of the ordinance from which this section is derived.
- (1) *Similar elevations and/or facades prohibited on adjacent lots.* No two single-family dwellings of similar front elevation and/or facade shall be constructed or located on adjacent lots or on lots opposite each other. Further, single-family dwellings of similar front elevation and/or facade shall be separated by at least two lots, regardless of the side of the street the dwelling is located on; nor shall there be constructed or located single-family dwellings of similar front elevation and/or facade constituting more than 25 percent of the single-family dwellings in any streetscape.
 - (2) *Identical footprint prohibited on adjacent lots.* No two single-family dwellings with the identical footprint or mirrored footprint shall be constructed or located on adjacent lots or on lots opposite each other. Further, single-family dwellings with the identical footprint or mirrored footprint shall be separated by at least two lots, regardless of the side of the street the dwelling is located on; nor shall there be constructed or located single-family dwellings with the identical footprint or mirrored footprint constituting more than 25 percent of the single-family dwellings in any streetscape.
 - (3) *Criteria.* Designated village officials shall deem front elevations and facades to be dissimilar when at least one of the delineated changes under each of the following categories of rooflines, windows, and construction materials and colors is made.
 - a. *Rooflines.* To be considered dissimilar, the rooflines of two adjacent single-family dwellings, as seen from the front of the dwelling, shall be changed in at least one of the following ways:
 1. Changing gable roofs to hip roofs.
 2. Changing hip roofs to gable roofs.
 3. Providing an intersecting gable roof on the main gable roof, provided that the height of the intersecting roof is at least 35 percent of the height of the main roof.
 4. Providing an intersecting hip roof on the main hip roof, provided that the height of the intersecting hip roof is at least 35 percent of the height of the main roof.
 5. Subject to review by the designated village official, a shed roof when used as a front porch roof for a minimum of 50 percent of the entire width of the house, excluding area of garage.
 6. Subject to review by the designated village official, a substantial difference in roofline shall be deemed to exist if the front soffit is increased substantially and is combined with columns at least six inches in width or by other architectural features of a similar magnitude which reach the roofline of the highest story.
 7. Rotating gable roofs 90 degrees on the building.
 8. On a tri-level residence or other building type which has three independent major roof areas, the changing of two of the three rooflines shall be acceptable as a substantial change. Acknowledging certain design elements may prevent the changing of all three rooflines, it is desired that the roofs with the greatest impact on the streetscape be changed.
 9. The following changes to rooflines shall not be deemed sufficient to make adjacent structures dissimilar:
 - (i) Small gable or hip projections above windows.
 - (ii) Change in soffit overhang or minor variations in eave height.

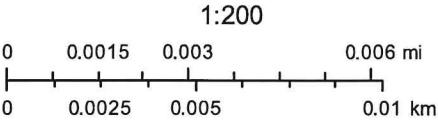
- (iii) Skylight and cupola.
- b. *Windows.* To be considered dissimilar, the windows of two adjacent single-family dwellings shall be changed in at least one of the following ways:
1. Changing from single windows to multiple window arrangement (ganged units).
 2. Changing from multiple window arrangement to single window.
 3. Changing the type of windows (e.g., casement to double hung).
 4. Providing a bay or bow window in the area of the predominant window.
 - (i) When because of its size, location or design, one window is the predominant window on the front elevation or facade, and the size, location or type of that window is changed to render the dwelling dissimilar, then no other window need be changed.
 - (ii) The addition or subtraction of muntin bars (dividing lines) shall not be deemed sufficient change to constitute a substantial change in windows.
- c. *Construction materials or colors.* To be considered dissimilar, the construction materials of two adjacent single-family dwellings shall be changed in at least one of the following ways, provided that when materials are changed, the change must occur throughout the front facade or elevation for a minimum of one story in height:
1. Changing the siding from horizontal to vertical.
 2. Changing the siding from vertical to horizontal.
 3. Four-inch exposure horizontal siding.
 4. Eight-inch exposure horizontal siding.
 5. Brick siding.
 6. Stone facing.
 7. Stucco/stuccato board and trim.
- d. *Facades.* In addition to the other requirements of this section, all residences constructed in R1 and R2 zoning classifications shall have on the front of the residence (defined as corner to corner across that front elevation of the residence) a minimum of one-half of the area exposed on that elevation covered in brick, brick siding, stucco (or similar materials approved by the village) or stone facing excluding windows, doors and garage doors. Any material produced from vinyl or a wood-based product or that is produced in sheets for application shall not satisfy the requirements of this section.

(Ord. of 3-2-2021, § 155.3.4)

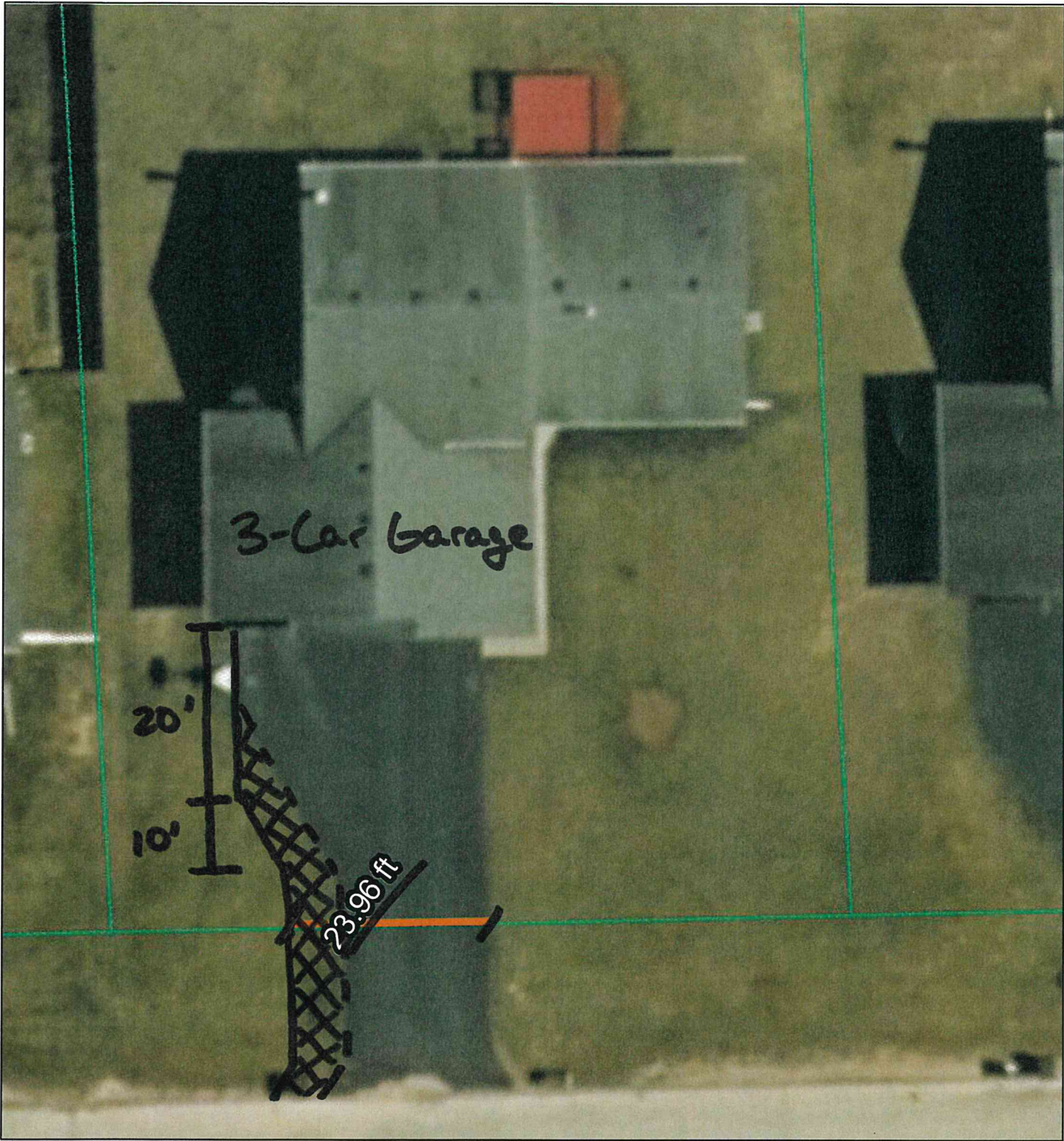


5/21/2024

Existing Conditions

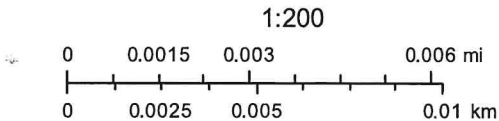


WinGIS

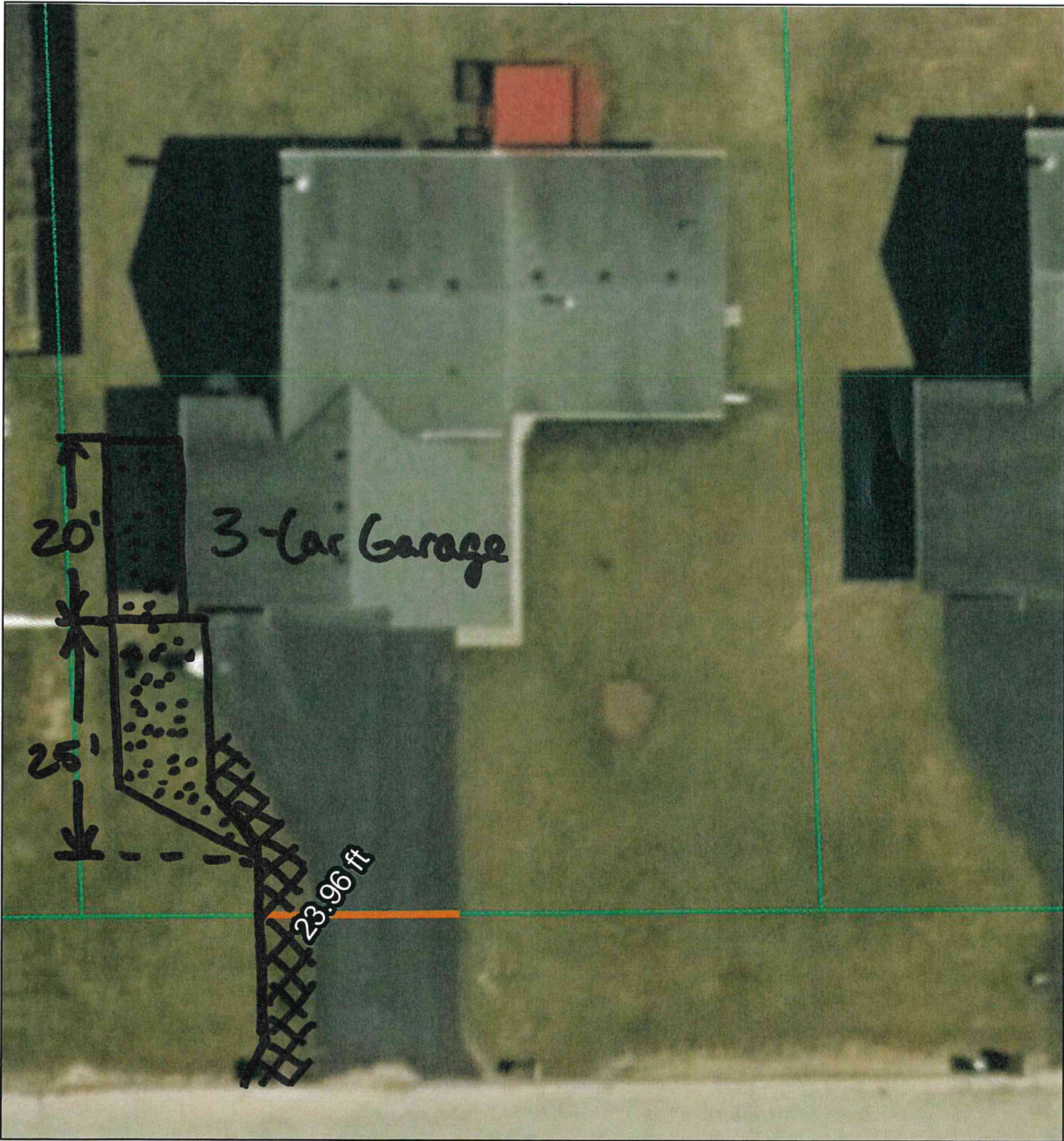


5/21/2024

Widening Allowed per
Current Ordinance
(24' @ ROW)



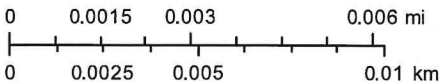
WinGIS



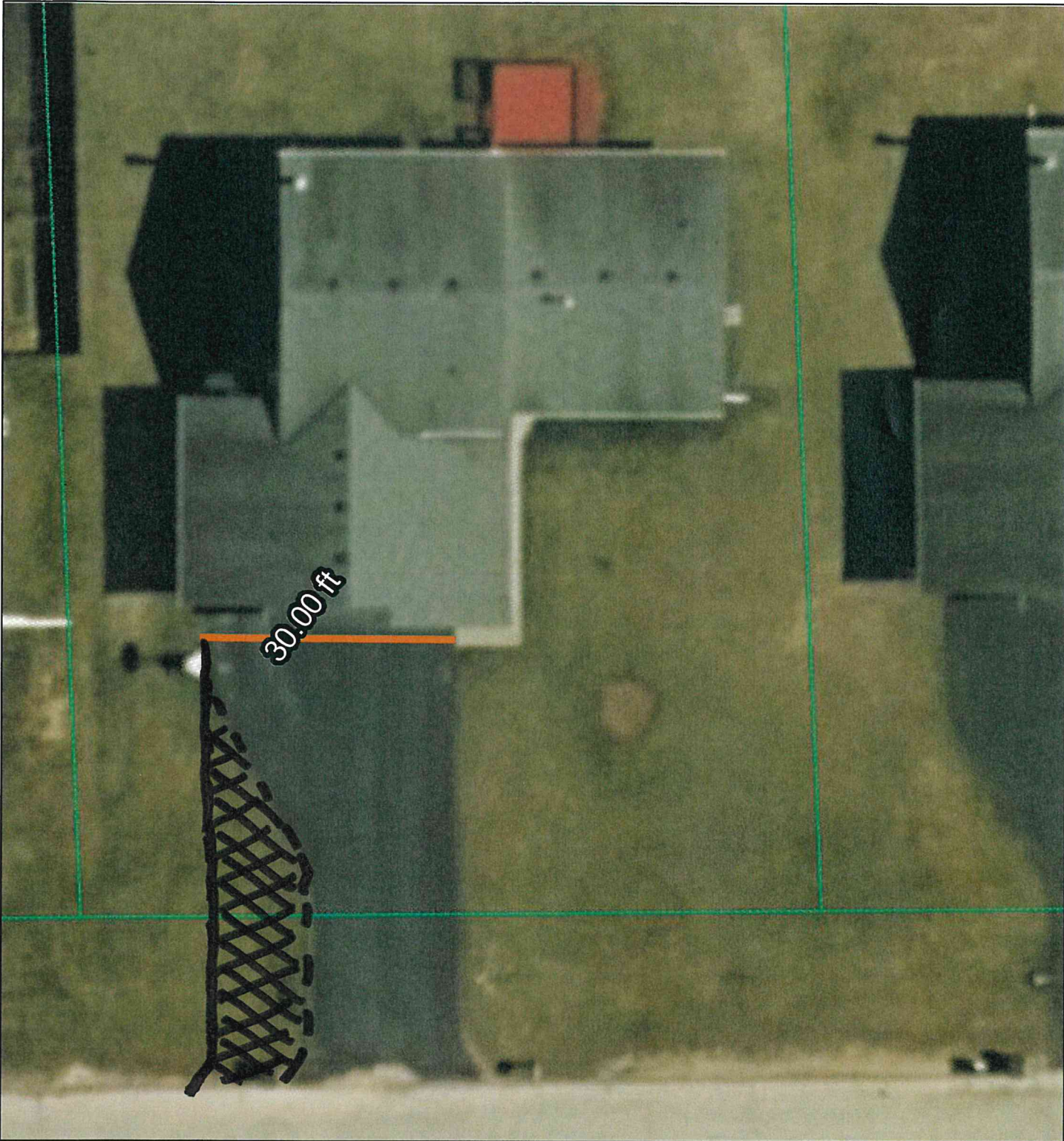
5/21/2024

1:200

Widening w/ Parking Pad
Allowed per Ordinance
(24' @ ROW)

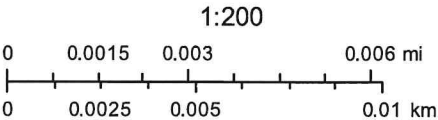


WinGIS



5/21/2024

Proposed Conditions
(30' @ ROW)



WinGIS