



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, April 16, 2024

[immediately following Village Board Meeting]

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

- 1.** Approval of the Committee of the Whole **Meeting Minutes** for **April 02, 2024**.

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

NEW BUSINESS

- 2.** **Discussion and Recommendation** of approving a three-year extension to the Park Usage Agreement with **Stateline Baseball, Inc** for the continued use of Leland Park & Porter Park through **December 31, 2027**.
- 3.** **Discussion and Recommendation** of approving a three-year extension to the Park Usage Agreement with **Stateline Fastpitch Softball, Inc** for the continued use of **Swanson Park** through **December 31, 2027**.
- 4.** Discussion and Recommendation to the Board for approval of a **Variance to increase the width of the driveway from 24 feet to 29 feet at the property line extending to the existing garage at 738 Ballymore Road** Pin (08-06-254-019).

[Motion to approve *failed at ZBA: 2-5-0*]
- 5.** Discussion and Recommendation of the issuance of a **Special Event Permit** for the **Chicory Ridge Annual Garage Sale**. The event will take place on three consecutive days, May 17, 18, and 19th of 2024.
- 6.** **Discussion and recommendation** of the issuance of a **Special Event Permit w/ Fireworks** for the event known as Summer Party - All World Machinery Supply Inc. The event will take place on June 22, 2024 at 6164 All World Way.

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting
Tuesday, April 02, 2024

CALL TO ORDER

Administrator Kurlinkas called to order Committee of Whole meeting for Tuesday April 2, 2024.

ROLL CALL

Administrator Kurlinkas requested 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

Administrator Kurlinkas entertained motion for approval of minutes for Tuesday March 19, 2024.

Approval of the Minutes for the **March 19, 2024** Committee of the Whole meeting

Motion made by Trustee Petty, Seconded by Trustee Wright.

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

Motion Passed: 6-0-0

PUBLIC COMMENT (limited to 3 minutes per speaker)

None

OLD BUSINESS

None

NEW BUSINESS

1. Discussion and recommendation of entering into an agreement with **Thayer Lighting** for upgrading interior lights at Village Hall.

Administrator Kurlinkas summarized the recommendation, calling on Troy to provide overview:

Thayer lighting, the company that did the LED light upgrades at Porter cabin and the back-conference room at Village Hall, has sent staff a lighting proposal for the Village Hall. This proposal is for upgrading all the lights in the offices, board room, bathrooms, hallways, and secretary of state to led lights. Thayer lighting works with ComEd to receive rebates for switching over to led light fixtures. The Village received \$3,802.59 in rebates dropping the total project to \$11,408.70. This is included in the budget item for Village Hall Improvements.

Motion made by Trustee Petty, Seconded by Trustee Babcock.

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

Motion Passed: 6-0-0

2. **Discussion and Recommendation** of the purchase of a **general duty bucket and 12' box/push plow** from Altorfer Cat for the Villages loader.

Administrator Kurlinkas summarized the recommendation calling on Troy to provide overview:

The Villages new loader came with a 4 in 1 bucket. This bucket has hydraulic cylinders that open and close part of the bucket to be able to pick up items (trees, logs, etc.). These hydraulic cylinders will be exposed to a lot of salt (which will lead to leaking seals and rust) when we use the loader to load all the vehicles to salt the roads in. Also, these cylinders, along with the split bucket, could potentially bend if used to pick up big boulders. The proposed bucket, is a general duty bucket that does not open and close. This has no cylinders to rust or bend. Staff will use this bucket in the winter times for salt loading, bulk snow removal that could have salt in from the roads, and any summer projects that could potentially bend the 4 in 1 bucket. The Village approved \$20,000 for the bucket and box/plow in the 2024 budget. The total through Altorfer Cat for the bucket and box/plow is \$17,850.00.

Motion made by Trustee Plock, Seconded by Trustee Sima.

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

Motion Passed: 6-0-0

3. Discussion and recommendation of the creation of the position of **Permitting & Licensing Assistant**.

Administrator Kurlinkas summarized the recommendation, stating that Village's current administrative assistant, Janel Reidinger was instrumental in creating procedures that the Village has implemented to streamline the zoning permit & development review process. She

currently oversees the Village’s liquor license process, and brings additional skills from her work experience prior to joining the Village. Our intent would be to promote Janel into this new role of Permitting & Licensing Assistant, and look to fill the vacant administrative assistant position.

Motion made by Trustee Mallicoat, Seconded by Trustee Petty.
Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright

Motion Passed: 6-0-0

4. Discussion and recommendation for approval of the hiring of an **Administrative Assistant for Village Hall.**

Administrator Kurlinkas summarized the recommendation, providing overview to board of the request for open position for Administrative Assistant. This would be an entry level position, and it was discussed to use GovHR as a tool to hire new employees for 2024. This is a resource we have not used before, and it is competitively priced (annual subscription of \$600 for unlimited listings) when compared advertisements in the local newspapers (which usually comes with an online post as well).

Motion made by Trustee Plock, Seconded by Trustee Mallicoat.
Voting Yea: Trustee Babcock, Trustee Mallicoat, Trustee Petty, Trustee Plock, Trustee Sima, Trustee Wright.

Motion Passed: 6-0-0

5. Discussion of a Village of Roscoe Main Street Incubator / Shops Project

Administrator Kurlinkas provided overview of the topic of discussion; this would be working with different agencies. There have been talks with Hononegah High School having their construction class building these structures, this is still in the planning stage. The plan would be to design and have a restroom structure to be used by all businesses, and this would be located on Hodges Run Property. These would be 12x12 structures creating them and storing them by Hononegah High School, lots of moving parts stated by President Gustafson. There will need to be a business plan, discussion of rent, etc. City of Batavia has offered to give us advice and assistance to the Village. Trustee Petty asked how much? Administrator Kurlinkas stated starting at \$6000 a unit, but no totals of yet. Trustee Wright stated Martin Interiors has offered to assist and work with Hononegah High School.

No Vote

6. Discussion and Recommendation of entering into a **professional services agreement with Fehr-Graham & Associates** for completion of **soil borings and geotechnical report for the Hodges Run property** located at the southeast corner of Hodges Run and Main Street.

Public Works/Engineering Department is submitting a proposal to complete geotechnical soil borings at the Hodges Run property. Once completed, a report of the subgrade conditions will be submitted to the Village detailing water table levels and subgrade conditions with recommendations for fill placement/removal (if necessary) as needed for the potential business incubator development. The total estimated cost is \$6300.

Motion made by Trustee Babcock, Seconded by Trustee Plock.

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

Motion Passed: 6-0-0

estimate move sign

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

None

EXECUTIVE SESSION (IF NECESSARY)

None

ADJOURNMENT

Administrator Kurlinkas entertained motion:

Motion made by Trustee Plock, Seconded by Trustee Petty.

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

Motion Passed: 6-0-0

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Agenda Item:	Review and Recommendation of Renewal of Stateline Baseball Park Usage Agreement		
Date:	4/10/2024	Meeting:	COTW 4/16/2024
Prepared by:	Janel Reidinger/Joe Kurlinkus	Department:	Admin

Overview/Background Information

In 2018, the Village entered into an agreement with Stateline Baseball for the organizations use of the Village’s Leland Park and Porter Park to operate Stateline’s youth baseball program. The ensure stability in their programing plans, the agreement is for 3-years, with provisions for the team to request a new three-year agreement from the Village each year. Essentially, if approved, this provides the organization with an additional 1-year extension after each year, resulting in a continuous 3-year agreement. Should the Village choose not to approve an agreement, the team would have 3-years to find a new location for its programing. The Organization has not requested an extension for the past few years, which has resulted in the agreement expiring at the end of 2024. They are requesting that an additional 3-year agreement be approved.

Key Issues

Current Agreements expire 12/31/2024
Renewal term will be through December 2027.

Fiscal Note/Budget Impact

Stateline Baseball paid \$1,500 on 4/3/2024

Prior Legislative Actions

Resolution 2022-R29 Agreement with Stateline Baseball for use of Leland and Porter Parks approved 4/19/2022

Action Required/Recommendation

Approval of a 3-year agreement with Stateline Baseball for the use of Porter and Leland Parks.

Attachments

Extension Request Letter
Draft Resolution approving extension.
Original 2018 Agreement

PARK USE AGREEMENT
LELAND PARK & PORTER PARK
 Stateline Baseball, Inc.
 January 1, 2018 – December 31, 2020

LIMITED LICENSE GRANTED: For the duration of this agreement, the Village of Roscoe (“Village”) grants the Stateline Baseball, Inc. having its main office at 330 E. Main #600, Rockton, Illinois, Winnebago County, Illinois, an Illinois not-for-profit corporation (hereinafter “Licensee”), the limited license to:

- 1) Operation of youth baseball practices and games as part of Stateline Baseball, Inc. (“Events”) on those Village Parks and Facilities as set forth in the body of this Agreement (“Premises”) at the times and locations as set forth in the attached Exhibit “A”.
- 2) Operate concession services at the times and locations of Events as set forth in the attached Exhibit “A”.
- 3) Use of the Premises at such reasonable times needed by Licensee to maintain the baseball diamonds and fields for play and cleaning of the Premises after play.
- 4) Licensee shall not be permitted to operate or host any for-profit, or adult tournaments outside of those regularly scheduled tournaments hosted for Licensee’s registered and sponsored teams including, but not limited to the Greg Lindmark Foundation Coaches Clincher Softball Games, Mid-Season & Championship tournaments, and the Stateline Thunder RyCOM Classic Tournament.

ARTICLE I
TERM OF AGREEMENT

- A. Term. The initial term of this Agreement shall commence on January 1, 2018 (the “Date of Commencement”) and shall expire after a period of three (3) years, through and including December 31, 2020 (“Date of Expiration”), unless this Agreement is extended or earlier terminated as provided herein.
- B. Extension. At least 90 days prior to the first anniversary date of the agreement (October 2, 2018), and annually thereafter (no later than October 2 of any given year) and with not more than one request per year, the Licensee may submit to the Village a written request for extension of the Agreement. The Village shall review said request, and at its sole discretion, may agree extend, or may deny to extend the term of the agreement as follows:
 1. Should the Village agree to extend the term, or should the Village fail to respond to such request by the Anniversary Date of the agreement, a new full three-year term shall commence upon said anniversary date, thereby establishing the new Date of Expiration at three (3) years from the current Anniversary Date.

2. Should the Village deny a request for extension prior to the initial Date of Expiration or any successive Date of Expiration, the Agreement shall be allowed to expire upon the Date of Expiration as set forth above, and neither the Village, nor the Licensee, shall have any further rights or obligations under the terms of this agreement, other than those specifically set forth herein.
3. A request for extension as set forth in this section may be submitted subject to the terms set forth herein, prior to any Anniversary date occurring prior to Date of Expiration (or any successive Date of Expiration), regardless of whether such a request has been previously requested or previously denied in a past year.

ARTICLE II SCOPE OF USE

Scope of Use; License The limited license granted in this agreement shall extend to the Parks and Facilities owned by the Village of Roscoe (“Premises”), as follows:

A. **Leland Park:**

1. Ball Diamond. The Licensee shall be allowed use of the ball diamonds, dugouts, bleachers, and the immediately adjacent surrounding public areas during those dates and times as set forth in Exhibit “A” of this License, such locations being more specifically illustrated as set forth in Exhibit “B”.
2. Parking. The Licensee shall be allowed shared use of the on-street parking surrounding the park. Parking at this facility is first come first serve, and availability is subject to the public park use.
3. Concessions.
 - a. The Licensee shall be allowed access to, and operation of, the concession related improvements for authorized events, and with such access being exclusive to licensee during those dates and times as set forth in Exhibit “A”.
 - b. Licensee shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the operation of and the sale of any products (food and beverages). Appropriate and necessary permits and certificates for food services from the Winnebago County Health Department shall be obtained and exhibited as required prior to serving customers. Licensee shall file copies of said permits with the Village prior to Concession operations.

4. Pavilion. Except for those events specifically identified in this Section, the Licensee's use of the Leland Park facilities does not include, and may not interfere with, the use of the Leland Park Pavilion.
- a. *Included Use*.
- i) The Leland Park Pavilion, at no cost or additional charge to Licensee, will be reserved for, and may be used by, Licensee for the enumerated named events specified in this Section.
 - ii) Such included use shall be conditioned on the Licensee providing the dates and times of the Named Events (or their successor events) on the annual schedule provided to the Village pursuant to this agreement, no later than March 31 of each year.
 - iii) Should Licensee fail to provide the dates of the named events by March 31 of any given year, the Licensee may request the use of the Pavilion in the same manner, and subject to the same conditions and costs as provided for in the "Additional Use" section below.
- b. *Named Events*:
- i) Greg Lindmark Foundation Coaches Clincher Softball Games
 - ii) Mid-Season & Championship Interleague Tournaments
 - iii) Stateline Thunder RyCOM Classic Tournament
- c. *Additional Use*. Subject to availability, blackout dates, and prior scheduling, the Licensee may submit requests to rent the Leland Park Pavilion in such manner, and at such cost, as has been established for the public at large. However, under no circumstances shall Licensee's use of the Leland Park Pavilion exceed 10 days in any given calendar year (including those named events included above).
5. Restroom Facilities.
- a. Licensee is authorized to use the public restroom facilities at Leland Park during such times as the facilities are otherwise open to the Public.
 - b. Should, at any time, the Village decide to close, or not provide, such restroom facilities for public use (which shall include Licensee's use of the facilities), the Licensee may request for the installation of temporary public restroom facilities by the Village, with any costs associated with the installation and maintenance of such facilities to be at the sole cost of the Licensee.

B. Porter Park:

1. Ball Diamond. The Licensee shall be allowed use of the ball diamonds, dugouts, bleachers, and the immediately adjacent surrounding public areas during those dates and times as set forth in Exhibit “A” of this License, such locations being more specifically illustrated as set forth in Exhibit “C”.
2. Parking. The Licensee shall be allowed shared use of the public parking facilities at the park, as well as shared use of the on-street parking surrounding the park. Parking at the Porter Cabin parking lot is generally first come first served. However, priority of parking lot usage will be given to the those renting Porter Cabin. Should cabin rental conflict with a scheduled Event of the Licensee, the Village may, at its discretion and authority, rope off parking at the Porter Cabin if there is an event that requires parking during a scheduled event of the Licensee.
3. Coexisting Uses. Licensee shall ensure that the use of the ball diamonds at Porter Park shall not interfere with access and parking for other established uses at Porter Park, including but not limited to Frisbee Golf, and the use of Porter Cabin.
4. Concessions.
 - a. The licensee shall have the right to operate a single mobile concession wagon at Porter Park in support of its authorized Events, during those dates and times as set forth in Exhibit “A”.
 - b. Licensee shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the operation of and the sale of any products (food and beverages). Appropriate and necessary permits and certificates for food services from the Winnebago County Health Department shall be obtained, maintained, and exhibited as required prior to serving customers. Licensee, each year, shall file copies of said permits with the Village prior to the start of Concession Operations.
5. Porter Park Cabin.
 - a. Licensee’s use of the Porter Park facilities, do not include, and may not interfere with, the use of the Porter Park Cabin.
 - b. Subject to availability, blackout dates, and any prior scheduling, the Licensee may submit requests to rent the Porter Park Cabin in such manner, and at such cost, as has been established for the public at large. However, rental by Licensee of the Porter Park Cabin shall be limited to 10 days in any given calendar year.

6. Restroom Facilities.

a. *Use of Public Facilities.*

- i) Licensee is authorized to use the public restroom facilities at Porter Park during such times as the facilities are otherwise open to the Public.
- ii) Should, at any time, the Village decide to close, or not provide, such restroom facilities for public use (which shall include Licensee's use of the facilities), the Licensee may request for the installation of temporary public restroom facilities by the Village, with any costs associated with the installation and maintenance of such facilities to be at the sole cost of the Licensee.

b. *Use Porter Park Cabin Restrooms Prohibited.*

- i) The restrooms located inside the Porter Park Cabin are for the sole use of the authorized users of the Porter Park Cabin, and are not open to the general public, nor to the Licensee.
- ii) Licensee shall be responsible for ensuring that participants (including spectators & officials) in its authorized activities understand that such use is prohibited, and to ensure such participants refrain from entering, or interfering with the use of, the Porter Park Cabin.

C. **Non-exclusive Use.** This license shall only be valid for such activities performed on the Premises, relating to and in support of said Events. Licensee acknowledges that Premises are open for public use at all times, except during those Events specifically set forth in Exhibit "A", and that public use shall be restricted only during Events in those locations on the Premises specifically being used for Event operations.

D. **Hours of Operation.**

1. Subject to the provisions in this paragraph, the Village Parks are open the Licensee and General Public each day during the following hours: 8:00 am – 10:00 pm
2. All games shall be completed by 9:30 p.m., and the baseball diamond and field lights shall be turned off at that time. Provided, however, if a game is in the middle of an inning at 9:30 p.m., players will be allowed to complete that inning before the diamond and field lights are turned off, but under no circumstances shall a game proceed past 10:00 p.m.
3. No approved Events, or their supporting services, shall begin prior to 8:00 a.m.

4. Licensee shall cease all concession services no later than 9:30 p.m. so as that licensee may finish cleaning the premises and leave the premises no later than the park closing at 10:00 p.m.

E. Use of Village Picnic Tables.

1. The Village provides picnic tables in its parks for use by the general public. Licensee is permitted non-exclusive, shared (with the general public) use of picnic tables during its authorized events, on a first come, first use basis.
2. Licensee is responsible for ensuring that any use of picnic tables by its participants does not result in damage to the tables, and that, if moved, all tables are returned to their original locations at the conclusion of any authorized activity at which they are used.
3. Picnic tables will not be available for use by Licensee at any of the Village Parks during the Fall Festival Weekend.

**ARTICLE III
UTILITIES, TRASH REMOVAL**

A. Trash Removal.

1. The Village provides public trash receptacles, including one full size dumpster at each Park, in which Licensee may deposit waste generated at the site in relation to its use of the Park facility.
2. The Licensee shall be responsible for picking up all trash and litter on the grounds that is generated by their use of the premises, including the emptying of trash receptacles into the dumpsters placed at the facility.
3. Should Licensee fail to pick up the trash and litter generated by its use of the Park Facilities, Licensee shall be responsible for any costs incurred by the Village in the remediation of the generated refuse, which shall be payable immediately by the Licensee upon presentation by the Village of an itemized invoice of the costs incurred.
4. The Village will provide for one (1) dumpster pickup at each of the Parks per week. Licensee shall be responsible for charges for dumpster pick-ups, that exceed the one dumpster pickup per week limit, and which are necessitated as a result of Licensees use of the facility.

B. Utilities.

1. *Electricity.*

- a. The Village currently provides for the electrical services located in Leland Park, the Leland Park shelter house, and the Porter Park cabin. Electricity is provided for non-commercial uses only.
- b. Should the Village's electrical utility provider determine that the Licensee's use of the Village Parks makes the Village ineligible for electrical service provided under its agreement with the Village, Licensee shall do one of the following:
 - i) Cease any and all commercial, or other activities, as determined solely by the Village's electrical service provider, that cause the Village to be ineligible for reduced or free electricity provided at the Village Parks under the terms of its Agreement with said service provider; or
 - ii) Assume all responsibility for the establishment and payment of electrical utility services at Leland and/or Porter Parks.

2. *Gas.* The Village does not provide for any publicly accessible connection to natural gas utilities at either Porter Park or Leland Park. The use of portable propane units by licensee is permissible, provided that such units meet all local state, and federal regulations, and display proof all required permits and inspections.

3. *Water.*

- a. Licensee may use the public water service provided by the Village at Leland Park, provided that such use is non-commercial, and is directly related to the events permitted under the terms of this license.
- b. The Village does not provide for any publicly accessible connection to water service at Porter Park.

**ARTICLE IV
SCHEDULING & APPROVAL OF EVENTS**

Scheduling Procedures. Licensee's use of Leland Park and Porter Park shall be subject to the scheduling procedures set forth as follows:

- A. Submission of Schedule. On or before March 31 of each year this Agreement remains in effect, Licensee shall provide to the Village a proposed schedule of use for Leland Park and Porter Park. The purpose of the proposed schedule is to provide advance notice to the Village, and final scheduling is subject to any previously scheduled event or activity that has been scheduled prior to Licensees presentation of the schedule to the Village, or any restricted dates that the Village may have in place for any particular park facility.
- B. Information to be Provided. Any schedule or request to reserve dates for Licensee use shall include, at a minimum, the following information:
1. The park and diamond(s) to be used.
 2. The date, start time, and end time of the event.
 3. A description of the specific event being held at the Park (e.g. Practice, Game, Tournament / Named Event)
 4. The name and phone number of an authorized representative who will be on site at the specified event, or a representative who will be available by phone at all times during the specified event, should the Village need to contact a representative of licensee during the event.
- C. Restrictions & Blackout Dates. In order to ensure that the Village's Parks remain available for enjoyment and use by the general public, the following scheduling restrictions shall be followed:
1. Licensee shall not be permitted to use or reserve Porter Park or Porter Park Cabin on any Saturday or Sunday occurring in May, June, July, August, September or October.
 2. One Saturday each month of the year, licensee shall be restricted from using or reserving Leland Park or the Leland Park Cabin for Licensee's Events. The selection of the restricted dates shall be at the discretion of the Licensee.
 3. *Fall Festival Weekend.* Licensee shall not be permitted to reserve or schedule use of Leland Park during the week prior to, the weekend of, or the week after, the annual Fall Festival event which generally takes place at Leland Park during the 1st or 2nd weekend of September (the dates of the event will be provided to Licensee annually at the time of schedule approval). Licensee will not be permitted to store or have erected any fences or other equipment in Leland Park during this time.

- D. Approval by Village. Once all information has been submitted the schedule will be reviewed by Village Staff to determine Park availability for each of the proposed dates, and, if approved, the event will be added to the official Village Parks calendar. Should there be a scheduling conflict, the Village will notify Licensee, and attempt to identify an alternative for date for the proposed event.
- E. Modifications or Changes to Schedules.
1. In the event of permanent or semi-permanent modifications or changes to the established schedules, Licensee shall provide not less than seven days' advance notice to the Village. This will ensure that events are accurately reflected on the Village's master calendar.
 2. In the case of rain-outs or other unforeseen circumstances, Licensee shall provide scheduling updates to the Village not less than 24 hours before the proposed rescheduled use of the facility, so the Village can verify that there will be no scheduling conflict.

ARTICLE V ANNUAL DONATION & CONTRIBUTION

- A. Use Fee. Licensee shall pay to the Village an annual contribution in the sum of \$1,500.
- B. Payment of said sum shall be made annually on or before March 31 of each year this agreement is in effect.

ARTICLE VI MAINTENANCE AND REPAIR

- A. *Licensee Responsibilities:* Licensee shall, during the term of this Agreement, at its own expense, keep the following park areas and fixtures in good condition and shall repair the same promptly when made necessary by any act or negligence of Licensee, except as otherwise provided herein.
1. Ball diamonds and related improvements
 2. Outfield Fences.
 3. Bleachers.
 4. Cost of the replacement of the lamps installed in field lighting fixtures shall be the responsibility of Licensee.

- B. *Village Responsibilities*: As part of its regular maintenance of the Village Parks for public use and enjoyment, the Village will maintain the following:
1. Field lighting fixtures, including wiring, electronic components, and structural elements.
 2. Mowing and upkeep of grass at Leland and Porter Parks one time per week, in the areas, set forth in the attached Exhibit “B”.
- C. Each party shall be responsible for all material and labor costs associated with their agreed upon duties as set forth in the preceding paragraphs.
1. The selection and use of labor shall comply with all State and Local ordinances, laws and regulation, including, but not limited to, the Illinois Prevailing Wage Act.
 2. Should Licensee refuse or neglect to complete such necessary repairs promptly and adequately, the Village may, but shall not be required to, make or complete the necessary repairs and Licensee shall reimburse the Village for the cost of the repairs.
 3. The selection and installation of all fixtures and lamps shall comply with all local electrical regulations and codes, and shall be approved by the Village prior to their installation or use.

**ARTICLE VII
ADVERTISING & SIGNAGE**

- A. The Licensee shall not install any permanent or temporary signage or advertising on any fixture or facility located within the Village’s Parks, without prior written approval by the Village.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ARTICLE VIII INSURANCE

- A. Required Insurance. The Licensee, for the term of this agreement, shall also carry, in its name, a comprehensive general liability insurance policy with combined policy limit of not less than \$1,000,000.00 per person and per occurrence covering its operations.
- B. All policies shall name the Village as an additional insured and shall be reasonably calculated protect the Licensee and the Village from any liability, loss, damage or claims of such liability, loss or damage resulting, or claimed to have resulted from the operations of the Licensee pursuant to this License Agreement.
- C. Licensee shall deliver to the Village no later than March 31 of each year this agreement is in effect (or upon any change, amendment or modification of any such policy) a certificate of insurance issued by Licensee's insurance carrier(s) which identifies the Village as an additional insured, and the coverages in effect.
- D. Failure to maintain the required coverage, or to provide the Village with the specified documents, at the times, and under the terms set forth in this Section, shall be considered a breach of this Agreement.

ARTICLE IX INDEMNIFICATION

- A. Licensee shall indemnify and hold harmless the Village, and its elected officials, assigns, officers, agents, and employees from and against all liabilities, losses, damages, costs, expenses, actions, claims and demands whatsoever, including reasonable attorney's fees, suffered by or asserted against the other party which result directly or indirectly from any intentional, negligent, willful, reckless or wrongful act or omission of the other Licensee, its employees, representatives, agents, users, or participants, under the Agreement, or from any breach of its representations and warranties herein, provided that, upon receiving notice or knowledge or any claim, event or loss for which indemnity is sought hereunder, the indemnified party shall tender the matter to the defending party and cooperate with its defenses as that party may reasonable request, and permit the defending party to defend, try, settle, or appeal such matter as the defending party shall determine. After tender and acceptance of defense have occurred, the indemnitor shall not be responsible for further defense costs or further attorney's fees. These obligations shall not be construed as having the effect of waiving any immunity from civil liability which the Village may enjoy under the Illinois Local Government and Government Officials Tort Immunity Act, or similar legislation as now exists or may be amended in the future. Specifically, the Village shall not be required by this provision to indemnify Licensee for any claims, demands, or liabilities as to which the Village would enjoy local governmental immunity had it acted alone rather than in concert with Licensee.

**ARTICLE X
SCOPE OF VILLAGE INVOLVEMENT**

- A. The Licensee acknowledges and agrees that this document does not constitute a contract for services between the Village and Licensee, and that the Village grants Licensee solely a license to be on and use the Premises for said Event.
- B. Licensee acknowledges that the granting of this License does not create a partnership or other joint venture between Licensee and Village, and that all debts and obligations created by Licensee as part of said event are the sole responsibility of Licensee.
- C. The Licensee further acknowledges that the neither the Village or its elected officials have entered into any agreement, written or oral, with the Licensee for work performed or to be performed on the Premises, including any work or supporting activities for the Event and that the Licensee will not hold the Village responsible or liable for any costs associated with such work or work contracted for by third parties. ANY AGREEMENT FOR SERVICES WITH THE VILLAGE OF ROSCOE MUST BE IN WRITING AND AUTHORIZED BY VILLAGE RESOLUTION.
- D. Licensee shall be responsible for the hiring of its staff and shall be solely responsible for the paying of all salaries and taxes related thereto of its staff. In no way shall the staff or employees of Licensee be considered employees or staff of the Village. Licensee shall be responsible for maintaining worker's compensation insurance for its entire staff, and proof of said insurance shall be provided to the Village.

**ARTICLE XI
ANNUAL SUBMITTAL OF ORGANIZATION INFORMATION:**

- A. On or before March 31 each year this Agreement remains in effect, or upon request of the Village, or upon any change or amendment to the information contained therein, Licensee shall provide to the Village the following documents relating to Licensee's corporate organization:
1. The name, address, and corporate registration number of the legal entity that is the Licensee.
 2. The name, address, and phone number for each of Licensee's Officers and Board of Directors.
 3. If organization is Charitable, a copy of its IRS Form 990 and its Charitable Organization Annual Report on file with the Illinois Attorney General.
 4. A corporate resolution designating the Licensee's primary point of contact, if the primary point of contact is other than the organization's president.

- B. Failure to provide the Village with the documents as required by this Section shall be considered a breach of this Agreement.
- C. The not-for-profit and charitable status of the Licensee shall be considered material to this agreement. Failure to maintain, and keep in good standing, such status with the State of Illinois or any other regulatory entity, shall be considered a breach of this agreement, and cause for its termination.

ARTICLE XII DEFAULT

In the event that either party shall fail to abide by any of the terms and conditions of this Agreement, the non-defaulting party may give the other party written notice of the breach or breaches. Such notice shall be personally delivered or mailed by first class mail, postage prepaid to each party at the following addresses:

IF TO THE VILLAGE:

Village of Roscoe
ATTN: Village Administrator
10631 Main Street, Box 283
Roscoe, IL 61073

With a copy to:

Village of Roscoe
ATTN: Village President
10631 Main Street, Box 283
Roscoe, IL 61073

IF TO LICENSEE:

Stateline Baseball, Inc.
330 E. Main #600
Rockton, IL 61072

In the event of such written notice, the defaulting party shall be allowed 15 days from receipt of such notice to cure the breach or breaches specified therein or, if the breach cannot be cured in 15 days, but is curable with 45 days, and the breaching party commences the cure within said 15 days and shall diligently work to cure said breach without delay and does actually cure such breach within 45 days of the notice. If the defaulting party does not timely so cure the specified breaches, the non-defaulting party may declare this Agreement terminated and pursue all such remedies as are available to it in law or equity, including without limitation injunctive relief, as appropriate.

ARTICLE XIII
MISCELLANEOUS PROVISIONS:

- A. Non-Assignable. This Agreement is not transferable and is not assignable.
- B. Applicable Laws. Licensee shall observe all laws, ordinances and regulations applicable to their operation hereunder and shall promptly pay, when due, all sales, employment and other taxes properly levied upon it or its operation.
- C. Force Majeure. No party to this Agreement shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, war, public insurrection, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots or acts of God.
- D. Waiver. Failure or delay on the part of either party to exercise a right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless in writing.
- E. Severability. The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
- F. Authorized Signatures/Effectiveness. The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Licensee and the Village, and the Agreement shall not be effective until fully executed and delivered to all parties.
- G. Entire Agreement and Amendments. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the parties.
- H. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.
- I. No Joint Venture or Partnership: Licensee and the Village acknowledge that this Agreement does not create a partnership or other joint venture between Licensee and Village, and that all debts and obligations created by Licensee as part of said Agreement or the uses arises therefrom are the sole responsibility of Licensee.

LICENSEE:

Stateline Baseball, Inc.
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

The Village of Roscoe, Illinois
an Illinois municipal corporation

By: _____

Name: David A. Krienke

Title: Village President

Attest: _____

Name: Lori Taylor

Title: Village Clerk

Approved June 19, 2018
[Resolution: 2018-R28]



Village of Roscoe,

We appreciate our partnership with the Village and look forward to providing youth baseball to the community for generations to come. Our partnership has played a big part in our ability to grow and service over 1000 kids throughout the year. Thank you!

Please take this letter as our official request to extend our current park usage agreement.

I would also like to invite you to our Opening Day festivities at ABC Supply Stadium in Beloit (home to the MiLB Sky Carp) on Monday May 13th from 5:30 to 9:30. This is a day that we see our entire program together to jump off the season, take pictures, and enjoy some time on the field. A village representative would be welcome to throw out the first pitch if they wish.

Thank you for your continued support.

A handwritten signature in black ink, appearing to read 'Ryan Rydell', with a long, sweeping flourish extending to the right.

Ryan Rydell
President

**VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2024-RXX**

A RESOLUTION APPROVING THE EXTENSION OF THE VILLAGE’S AGREEMENT WITH STATELINE BASEBALL, INC. FOR THE USE OF LELAND PARK AND PORTER PARK

WHEREAS, the Village of Roscoe has previously entered into an agreement (“Agreement”) with the **Stateline Baseball, Inc. (“SBI”)** and, dated January 1, 2018, for the use of **Leland Park and Porter Park** for certain uses associated with sports activities in the Parks; and

WHEREAS, said Agreement provides for the Village Board to annually review the agreement and to make the determination as to the desirability of renewing the agreement for a new three-year term commencing upon the January 1 of the year following the date of the renewal request, therefore, provided that a request is made and approved each year, extending the current term for one additional year.

WHEREAS, the Village has received a request from **SBI** requesting a renewal to be effective as of January 1, 2024, and has reviewed the contributions made to the Village parks by **SBI**, as well as the role that the organization has in providing youth athletics in the Village of Roscoe; and

WHEREAS, the President and Board of Trustees of the Village of Roscoe find that it is in the best interests of the Village of Roscoe, and its residents, to renew the Agreement for an additional three years, to be effective as of January 1, 2024.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Roscoe, that the Village President, on behalf of the Village of Roscoe, is authorized to sign a three year extension of the Village’s agreement with **Stateline Baseball, Inc.** for the use of **Leland Park and Porter Park**, which shall supersede the previous term of the agreement, and with such new term to commence on the effective date of **January 1, 2024**, and to expire on **December 31, 2027**, subject to future review and renewals as set forth in said Agreement.

[SIGNATURE PAGE TO FOLLOW]

2024-RXX				
1st Read:				
PASSED BY ROLL CALL VOTE ON:				
NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee Stacy Mallicoat				
Trustee Susan Petty				
Trustee Justin Plock				
Trustee Michael Sima				
Trustee Michael Wright				
President Carol A. Gustafson				

APPROVED MAY 07, 2024:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 3.

Agenda Item:	Discussion and Recommendation of Renewal of Stateline Fastpitch a/k/a Stateline Sports		
Date:	4/10/2024	Meeting:	COTW 4/16/2024
Prepared by:	Janel Reidinger/Joe Kurlinkus	Department:	Admin

Overview/Background Information

In 2018, the Village entered into an agreement with Stateline Fastpitch for the organizations use of the Village’s Swanson Park to operate Stateline’s youth baseball program. The ensure stability in their programing plans, the agreement is for 3-years, with provisions for the team to request a new three-year agreement from the Village each year. Essentially, if approved, this provides the organization with an additional 1-year extension after each year, resulting in a continuous 3-year agreement. Should the Village choose not to approve an agreement, the team would have 3-years to find a new location for its programing. The Organization has not requested an extension for the past few years, which has resulted in the agreement expiring at the end of 2024. They are requesting that an additional 3-year agreement be approved.

Key Issues

Current Agreement expires 12/31/2024
 Renewal term will be through December 2027.

Fiscal Note/Budget Impact

Stateline Fastpitch a/k/a Stateline Sports paid \$3,500 on 11/23/2023

Prior Legislative Actions

Resolution 2022-R21 Agreement with Stateline Fastpitch Softball for use of Swanson Park approved 3/15/2022

Action Required/Recommendation

Approval of a 3-year agreement with Stateline Fastpitch Softball for the use of Swanson Park.

Attachments

- Extension Request Letter
- Draft Resolution approving extension.
- Original 2018 Agreement



November 15, 2023

Scott L. Sanders
Village Administrator
Village of Roscoe
10631 Village Hall

Roscoe, Illinois 61073

Reference: Roscoe Swanson Park Partnership

Dear Mr. Sanders,

I hope this letter finds you well. On behalf of Stateline Sports Group and its Board of Directors, I am writing to express our sincere appreciation for the fruitful partnership we have enjoyed with the Village of Roscoe, particularly in relation to our use of Roscoe Swanson Park. It is with great enthusiasm that we request an extension of our current agreement.

To demonstrate our continued commitment and support for this invaluable partnership, we have enclosed our donation check in the amount of \$3,500.00, in accordance with the terms of our existing agreement dated March 31st.

As we embark on our 16th season of hosting youth softball games at Swanson Park, we reflect on the significant milestones we have achieved together. This past season alone witnessed over 1,000 youth games being played at the park, potentially contributing to a positive economic impact on the village. We take pride in our ongoing involvement with the "Stars of Tomorrow" recreational league, where young girls aged 8 to 15 participate throughout the summer, followed by the fall league extending up to Halloween weekend.

Furthermore, we are pleased to inform you of our coordination with Andrew Walters, Athletic Director at Hononegah High School, who will be utilizing the park for practice and games.

Having taken on the role of head coach at Hononegah, I will ensure that you receive all the necessary information for seamless collaboration. It's worth noting that both Rock Valley College and Beloit College have also utilized Swanson Park when their school facilities were unavailable, and they have expressed their willingness to provide recommendations to the Roscoe Village Board upon request. Notably, Stateline Sports Group continues to offer the use of our diamonds to these educational institutions without charge, as we consider it a part of our civic responsibility to contribute in any way we can.

In addition to our annual donation of \$3,500.00, our Board has made an extra contribution of \$500.00 to the Village of Roscoe parks division throughout the year, hoping it will be of assistance in some small way. Moreover, we have covered park utility invoices totaling \$1,617.48, demonstrating our commitment to supporting the park's infrastructure and maintenance.

In the spirit of continued collaboration, we are currently in the process of scheduling a fall clean-up at the park within the next few weeks, reaffirming our dedication to preserving the park's beauty and functionality.

We are truly grateful for the trust and partnership that has developed over the years, and we look forward to many more seasons of shared success. Please rest assured that we will strive to maintain our role as responsible stewards of Roscoe Swanson Park.

Once again, thank you for your support and cooperation. We eagerly anticipate your positive response and the opportunity to continue our collaborative efforts.

Best Regards,

Stateline Sports Group Board of Directors

Denny McKinney
Mike Marszalec
Matt McKay
Michael Pearce
Ashley Spohr
Vinnie Caiozzo
Julie Christensen
Karla Thomas

Stateline Sports Group Inc
7939 Burden Rd
Machesney Park, IL 61115
8153125143

Blackhawk
70-7185/2759
61115

008681
Item # 3.

11/15/2023

PAY TO THE
ORDER OF

Village Of Roscoe

\$ **3,500.00

Three thousand five hundred and 00/100***** DOLLARS

Village Of Roscoe
10631 Main St
Roscoe, IL 61073

Carley Patmythes
AUTHORIZED SIGNATURE

MP

MEMO

Swanson Park Rental

⑈00868⑈ ⑆⑆ 275971854⑆ 20095147⑈

Stateline Sports Group Inc

008681

11/15/2023

Village Of Roscoe

Swanson Park Rental

3,500.00

Blackhawk

Swanson Park Rental

3,500.00

PARK USE AGREEMENT – SWANSON PARK

Stateline Fastpitch Softball, Inc
January 1, 2018 – December 31, 2020

LIMITED LICENSE GRANTED: For the duration of this agreement, and subject to its terms and conditions, the Village of Roscoe (“Village”) grants Stateline Fastpitch Softball, Inc. having its main office at PO Box 525 Roscoe, Illinois 61073, Roscoe, Illinois, Winnebago County, Illinois, an Illinois not-for-profit corporation (hereinafter “Licensee”), the limited license to conduct the following Authorized Activities:

- 1) Exclusive operation of youth softball practices and games for, and as, Stateline Fastpitch Softball, Inc., and the operation of softball practices and games of Third-Party Authorized Users as specifically identified in this agreement (“Events”), at the Village’s Swanson Park located at 5444 Swanson Rd, Roscoe, Illinois 61073.
- 2) Exclusive use and operation of the concession facility located within the park.
- 3) Authority to operate or host youth softball tournaments at the Park, which shall specifically include the hosting of youth softball tournaments in which for-profit teams are, or may be, participants.
- 4) Use of the Premises at such reasonable times needed by Licensee to maintain the softball diamonds and fields for play and cleaning of the Premises after play.

**ARTICLE I
TERM OF AGREEMENT**

- A. Term. The initial term of this Agreement shall commence on January 1, 2018 (the “Date of Commencement”) and shall expire after a period of three (3) years, through and including December 31, 2020 (“Date of Expiration”), unless this Agreement is extended or earlier terminated as provided herein.
- B. Extension. At least 90 days prior to the first anniversary date of the agreement (no later than October 2, 2018), and annually thereafter (no later than October 2 of any given year) and with not more than one request per year, the Licensee may submit to the Village a written request for extension of the Agreement. The Village shall review said request, and at its sole discretion, may agree extend, or may deny to extend the term of the agreement as follows:
 1. Should the Village agree to extend the term, or should the Village fail to respond to such request by the Anniversary Date of the agreement, a new full three-year term shall commence upon said anniversary date, thereby establishing the new Date of Expiration at three (3) years from the current Anniversary Date.
 2. Should the Village deny a request for extension prior to the initial Date of Expiration or any successive Date of Expiration, the Agreement shall be allowed to

expire upon the Date of Expiration as set forth above, and neither the Village, nor the Licensee, shall have any further rights or obligations under the terms of this agreement, other than those specifically set forth herein.

3. A request for extension as set forth in this section may be submitted subject to the terms set forth herein, prior to any Anniversary date occurring prior to Date of Expiration (or any successive Date of Expiration), regardless of whether such a request has been previously requested or previously denied in a past year.

ARTICLE II SCOPE OF USE

Scope of Use; License The limited license granted in this agreement shall extend to the Parks and Facilities owned by the Village of Roscoe (“Premises”), as follows:

A. Swanson Park:

1. *Operating Season:* Licensees use of Swanson Park for the events and activities permitted under the terms of this agreement shall be authorized from March 1 through November 30 of each year this agreement is in effect.
2. *Ball Diamond.* The Licensee shall be allowed use of the ball diamonds, dugouts, bleachers, and the immediately adjacent surrounding public areas during those dates and times used for Authorized Activities, with such locations being more specifically illustrated as set forth in Exhibit “B”.
3. *Parking.* The Licensee shall be allowed the non-exclusive shared use of designated portions of the parking facility located at the Village of Roscoe Public Works Building. Parking at this facility is first come first serve, and availability is subject to public park use. Permissible areas of said parking facility that are available for use under the terms of this agreement are designated and indicated on the illustration attached hereto as Exhibit “C”, and incorporated herein by reference.
4. *Office Facilities.* Licensee shall have the exclusive use of the office space at Swanson Park during the term of this agreement.
5. *Concessions.*
 - a. The Licensee shall be allowed access to, and operation of, the concession related improvements during Licensees authorized events, with such access being exclusive to Licensee.
 - b. Licensee shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the operation of and the sale of any products (food and beverages). Appropriate and necessary permits and

certificates for food services from the Winnebago County Health Department shall be obtained, maintained, and exhibited as required prior to serving customers. Licensee, each year, shall file copies of said permits with the Village prior to the start of Concession Operations.

- c. Alcohol shall not be sold or served at any activity covered under this Agreement.
6. *Playground Facility.* Licensee's use of the Swanson Park facilities, does not include exclusive use of, and may not interfere with the public use of, the Swanson Park Playground. The playground shall be open to the general public at all times, free of charge.
- B. Hours of Operation.
- 1. Subject to the terms of this Agreement, Swanson Park is open for use by the Licensee for authorized activities from 8:00 am to 10:00pm each day. All use of the park facilities, including field lighting, shall cease prior to 10:00 pm.
 - 2. Licensee shall cease all concession services no later than 9:30 p.m. so as that licensee may finish cleaning the premises and leave the premises no later than the park closing at 10:00 p.m.

ARTICLE III PROPERTY TAX, UTILITIES, TRASH, RESTROOM FACILITIES:

- A. Property Tax. As a publicly owned, publicly used parcel, Swanson Park has been granted a Property Tax exemption, and the property is not assessed for such on an annual basis.
- 1. At any time, should a determination be made that Licensee's use of Swanson Park makes the Village ineligible for the Property Tax exemption, Licensee shall assume all responsibility for the payment of said Property Tax assessment.
 - 2. Should such an assessment occur, the Village will notify the Licensee of such, and Licensee shall pay the full amount of the assessed property tax for the Village to hold in escrow. The Village will then be responsible for making said payment directly to the Treasurer of the County of Winnebago.
- B. Trash Removal.
- 1. The Village will provide public trash receptacles, including one (1) full size dumpster to be located at Swanson Park, in which Licensee may deposit waste generated at the site in relation to its use of the Park facility.

2. The Licensee shall be responsible for picking up all trash and litter on the grounds that is generated by their use of the premises, including the emptying of trash receptacles into the dumpsters placed at the facility.
 3. Should Licensee fail to pick up the trash and litter generated by its use of the Park Facilities, Licensee shall be responsible for any costs incurred by the Village in the remediation of the generated refuse, which shall be payable immediately by the Licensee upon presentation by the Village of an itemized invoice of the costs incurred.
 4. The Village will provide for one (1) dumpster pickup at Swanson Park per week. Licensee shall be responsible for charges for dumpster pick-ups, that exceed the one dumpster pickup per week limit, and which are necessitated as a result of Licensees use of the facility.
- C. Utilities. Licensee shall pay for, and be responsible for all costs associated with heat, water, electricity and any and all public utility services for Swanson Park during the term of this Agreement and shall maintain such accounts in its name. Provided however, that if the Village receives utilities without charge for Swanson Park and has not exhausted said free utilities on its other uses, the utilities for Swanson Park shall be included in such free service at no cost to Licensee.
1. Should the Village be eligible for free utilities at Swanson Park, Licensee shall provide all necessary documentation requested by the utility provider, to establish and maintain eligibility for free utilities.
 2. At any time, should a utility provider determine that Licensee's use of Swanson Park, makes the Village ineligible for reduced cost, or free utility services, Licensee shall assume all responsibility for the establishment and payment of utility service at Swanson Park, as set forth above.
- D. Restroom Facilities. Licensee is permitted to use the public restroom facilities at Swanson Park during its authorized use of the Park. However, any time the facilities are open for use by Licensee, the Licensee shall also allow the general public full use of the restroom facilities at no cost or charge to such public users.

ARTICLE IV SCHEDULING & APPROVAL OF EVENTS

- A. Scheduling Procedures. Licensee's shall have exclusive use of Swanson Park during the term of this agreement and shall be allowed to schedule authorized events subject to the terms of this agreement, and any applicable provisions of the Village of Roscoe Code of

Ordinances, including, but not limited to, provisions requiring the issuance of special events permits.

- B. Third Party Authorized Park Users. This agreement specifically contemplates use of Swanson Park by not-for-profit, recreational youth sporting teams. Therefore, in addition to Licensee's authorized use of the Park, Licensee's scheduling of Swanson Park for events and activities of third parties, when occurring under the auspices of this agreement, shall be limited to the following organizations:
1. Hononegah High School (District 207)
 2. Harlem High School (District 122)
 3. Rock Valley College (District 511)
 4. South Beloit High School (District 320)

ARTICLE V ANNUAL DONATION & CONTRIBUTION

- A. Use Fee. Licensee shall pay to the Village an annual contribution in the sum of \$3,500.
- B. Payment of said sum shall be made annually on or before March 31 of each year this agreement is in effect.

ARTICLE VI MAINTENANCE AND REPAIR

- A. Licensee's Responsibilities:
1. Licensee shall, during the term of this Agreement, and at its own expense, keep the premises and equipment in a clean and sanitary condition at all times.
 2. Licensee shall be responsible for all mowing and field maintenance.
 3. Licensee shall keep the following park areas and fixtures in good condition and shall repair the same promptly when made necessary by any act or negligence of Licensee, Licensee's guests, agents, or invitees, except as otherwise provided herein.
 - a. Ball diamonds and related improvements
 - b. Outfield Fences.
 - c. Bleachers.
 - d. Cost of the replacement of the lamps installed in field lighting fixtures shall be the responsibility of Licensee.
 - e. Routine maintenance of concession facilities.

4. Should Licensee refuse or neglect to complete such necessary repairs promptly and adequately, the Village may, but shall not be required to, make or complete the necessary repairs and Licensee shall reimburse the Village for the cost of the repairs.
 5. Upon completion of the operating season, Licensee shall return the premises to the Village in the same condition as when Licensee originally commenced their use, reasonable wear and tear expected. Any of the Village's equipment used by Licensee shall be cleaned and maintained by Licensee. Routine repairs to said equipment shall be the responsibility of Licensee.
 6. Licensee shall not make any alterations on or additions to any facility without first procuring the written approval of the Village Board of Trustees. The Village shall respond to a request by Licensee to make alterations or additions within 21 days after a request is made, and the failure of the Village to respond to such a request, in the allotted time shall be treated as a denial of said request.
 7. Existing Village owned equipment in concession building including freezers and refrigerators are available for Licensee's use, in as is condition. In the event of equipment failure, or should such equipment not be up to the required standards of the Licensee, the Licensee may request that the Village remove said equipment and Licensee may replace such equipment subject to the terms of this agreement, at the sole cost of the Licensee. Any equipment purchased or replaced by Licensee as provided for in this paragraph, shall remain the property of Licensee, and Licensee shall assume all responsibility for the maintenance and operation of such equipment.
- B. Village Responsibilities: As part of its regular maintenance of Swanson Park for public use and enjoyment, the Village will maintain the following:
1. Field lighting fixtures, including wiring, electric ballasts, electronic components, and structural elements (but not including light bulbs or lamps).
 2. Replacement of mechanical, electric and plumbing at the facilities upon the non-reparable failure of the same.
- C. Each party shall be responsible for all material and labor costs associated with their agreed upon duties as set forth in the preceding paragraphs.
- D. The selection and use of labor shall comply with all State and Local ordinances, laws and regulation, including, but not limited to, the Illinois Prevailing Wage Act.
- E. The selection and installation of all fixtures and lamps shall comply with all local electrical regulations and codes, and shall be approved by the Village prior to their installation or use.

**ARTICLE VII
ADVERTISING & SIGNAGE**

- A. Approval of Signage. Licensee shall have the right to erect advertising signage upon the ball diamond outfield fences, and at such other locations at Swanson Park as may be approved by the Village, subject to the following conditions:
1. Licensee shall obtain Village approval prior to erecting any signage. The Village shall act on a request for signage within two weeks of receipt of such request provided that Licensee's request is submitted not less than one week prior to the next Village Board meeting. Should the Village fail to approve, deny, or otherwise act upon a properly submitted request within the two-week period, the request shall be considered approved.
 2. All signage shall be of an appropriate subject matter, and nature for an intended viewing audience consisting of children and families.
 3. Signage containing subject matter, which at the Village's sole discretion is not appropriate for viewing by children and families, or which is adult themed in nature, including, but not limited to, advertisements of alcohol, or tobacco products, shall be denied.

**ARTICLE VIII
INSURANCE**

- A. Required Insurance. The Licensee, for the term of this agreement, shall also carry, in its name, a comprehensive general liability insurance policy with combined policy limit of not less than \$1,000,000.00 per person and per occurrence, and a comprehensive automobile liability policy covering its operations, with combined policy limits of not less than \$1,000,000.00 per person and occurrence.
- B. All policies shall name the Village as an additional insured and shall be reasonably calculated protect the Licensee and the Village from any liability, loss, damage or claims of such liability, loss or damage resulting, or claimed to have resulted from the operations of the Licensee pursuant to this License Agreement.
- C. Licensee shall deliver to the Village no later than March 31 of each year this agreement is in effect (or upon any change, amendment or modification of any such policy) a certificate of insurance issued by Licensee's insurance carrier(s) which identifies the Village as an additional insured, and the coverages in effect.
- D. Failure to maintain the required coverage, or to provide the Village with the specified documents, at the times, and under the terms set forth in this Section, shall be considered a breach of this Agreement.

ARTICLE IX INDEMNIFICATION

- A. Licensee shall indemnify and hold harmless the Village, and its elected officials, assigns, officers, agents, and employees from and against all liabilities, losses, damages, costs, expenses, actions, claims and demands whatsoever, including reasonable attorney's fees, suffered by or asserted against the other party which result directly or indirectly from any intentional, negligent, willful, reckless or wrongful act or omission of the Licensee, its employees, representatives or agents, users, participants, or third party users under the Agreement, or from any breach of its representations and warranties herein, provided that, upon receiving notice or knowledge or any claim, event or loss for which indemnity is sought hereunder, the indemnified party shall tender the matter to the defending party and cooperate with its defenses as that party may reasonable request, and permit the defending party to defend, try, settle, or appeal such matter as the defending party shall determine. After tender and acceptance of defense have occurred, the indemnitor shall not be responsible for further defense costs or further attorney's fees. These obligations shall not be construed as having the effect of waiving any immunity from civil liability which the Village may enjoy under the Illinois Local Government and Government Officials Tort Immunity Act, or similar legislation as now exists or may be amended in the future. Specifically, the Village shall not be required by this provision to indemnify Licensee for any claims, demands, or liabilities as to which the Village would enjoy local governmental immunity had it acted alone rather than in concert with Licensee.

ARTICLE X SCOPE OF VILLAGE INVOLVEMENT

- A. The Licensee acknowledges and agrees that this document does not constitute a contract for services between the Village and Licensee, and that the Village grants Licensee solely a license to be on and use the Premises for authorized uses.
- B. Licensee acknowledges that the granting of this License does not create a partnership or other joint venture between Licensee and Village, and that all debts and obligations created by Licensee's use of Village Facilities are the sole responsibility of Licensee.
- C. Licensee acknowledges that the granting of this License does not create, nor should it be construed as, a Lease or any other property right.
- D. The Licensee further acknowledges that neither the Village or its elected officials have entered into any agreement, written or oral, with the Licensee for work performed or to be performed on the Premises, including any work or supporting activities for the authorized activities and that the Licensee will not hold the Village responsible or liable for any costs associated with such work or work contracted for by third parties. ANY AGREEMENT FOR SERVICES WITH THE VILLAGE OF ROSCOE MUST BE IN WRITING AND AUTHORIZED BY VILLAGE RESOLUTION.

- E. Licensee shall be responsible for the hiring of its staff and shall be solely responsible for the paying of all salaries and taxes related thereto of its staff. In no way shall the staff or employees of Licensee be considered employees or staff of the Village.

ARTICLE XI
ANNUAL SUBMITTAL OF ORGANIZATION INFORMATION

- A. On or before March 31 each year this Agreement remains in effect, or upon request of the Village, or upon any change or amendment to the information contained therein, Licensee shall provide to the Village the following documents relating to Licensee's corporate organization:
1. The name, address, and corporate registration number of the legal entity that is the Licensee.
 2. The name, address, and phone number for each of Licensee's Officers and Board of Directors.
 3. The name, address, and phone number of any individual who has been provided by Licensee, keys or other means of access to the Facility.
 4. If organization is Charitable, a copy of its IRS Form 990 and its Charitable Organization Annual Report on file with the Illinois Attorney General.
 5. A corporate resolution designating the Licensee's primary point of contact, if the primary point of contact is other than the organization's president.
- B. Failure to provide the Village with the documents as required by this Section shall be considered a breach of this Agreement.
- C. The not-for-profit and charitable status of the Licensee shall be considered material to this agreement. Failure to maintain, and keep in good standing, such status with the State of Illinois or any other regulatory entity, shall be considered a breach of this agreement, and cause for its termination.

ARTICLE XII DEFAULT

In the event that either party shall fail to abide by any of the terms and conditions of this Agreement, the non-defaulting party may give the other party written notice of the breach or breaches. Such notice shall be personally delivered or mailed by first class mail, postage prepaid to each party at the following addresses:

If to the Village:

Village Administrator
Village of Roscoe
10631 Main Street, Box 283
Roscoe, IL 61073

With a copy to:

Village President
Village of Roscoe
10631 Main Street, Box 283
Roscoe, IL 61073

If to Licensee:

Stateline Fastpitch Softball, Inc.
PO Box 525
Roscoe, IL 61073

In the event of such written notice, the defaulting party shall be allowed 15 days from receipt of such notice to cure the breach or breaches specified therein or, if the breach cannot be cured in 15 days, but is curable with 45 days, and the breaching party commences the cure within said 15 days and shall diligently work to cure said breach without delay and does actually cure such breach within 45 days of the notice. If the defaulting party does not timely so cure the specified breaches, the non-defaulting party may declare this Agreement terminated and pursue all such remedies as are available to it in law or equity, including without limitation injunctive relief, as appropriate.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

- A. Non-Assignable. This Agreement is not transferable and is not assignable.
- B. Applicable Laws. Licensee shall observe all laws, ordinances and regulations applicable to their operation hereunder and shall promptly pay, when due, all sales, employment and other taxes properly levied upon it or its operation.
- C. Force Majeure. No party to this Agreement shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, war, public insurrection, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots or acts of God.
- D. Waiver. Failure or delay on the part of either party to exercise a right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless in writing.
- E. Severability. The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.
- F. Authorized Signatures/Effectiveness. The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Licensee and the Village, and the Agreement shall not be effective until fully executed and delivered to all parties.
- G. Entire Agreement and Amendments. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the parties.
- H. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.
- I. No Joint Venture or Partnership: Licensee and the Village acknowledge that this Agreement does not create a partnership or other joint venture between Licensee and Village, and that all debts and obligations created by Licensee as part of said Agreement or the uses arises therefrom are the sole responsibility of Licensee.

[SIGNATURE PAGE TO FOLLOW]

LICENSEE:

Stateline Fastpitch Softball, Inc.
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

The Village of Roscoe, Illinois
an Illinois municipal corporation

By: _____

Name: David A. Krienke

Title: Village President

Attest: _____

Name: Lori Taylor

Title: Village Clerk

Approved June 19, 2018
[Resolution: 2018-R29]

**VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2024-R##**

A RESOLUTION APPROVING THE EXTENSION OF THE VILLAGE’S AGREEMENT WITH STATELINE FASTPITCH SOFTBALL, INC. FOR THE USE OF SWANSON PARK.

WHEREAS, the Village of Roscoe has previously entered into an agreement (“Agreement”) with the **Stateline Fastpitch Softball, Inc (“SFS”)** and, dated January 1, 2018, for the use of **Swanson Park** for certain uses associated with sports activities in the Park; and

WHEREAS, said Agreement provides for the Village Board to annually review the agreement and to make the determination as to the desirability of renewing the agreement for a new three-year term commencing upon the January 1 of the year following the date of the renewal request, therefore, provided that a request is made and approved each year, extending the current term for one additional year.

WHEREAS, the Village has received a request from **SFS** requesting a renewal to be effective as of January 1, 2024, and has reviewed the contributions made to the Village parks by **SFS**, as well as the role that the organization has in providing youth athletics in the Village of Roscoe; and

WHEREAS, the President and Board of Trustees of the Village of Roscoe find that it is in the best interests of the Village of Roscoe, and its residents, to renew the Agreement for an additional three years, to be effective as of January 1, 2024.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Roscoe, that the Village President, on behalf of the Village of Roscoe, is authorized to sign a three year extension of the Village’s agreement with **Stateline Fastpitch Softball, Inc** for the use of **Swanson Park**, which shall supersede the previous term of the agreement, and with such new term to commence on the effective date of **January 1, 2024**, and to expire on **December 31, 2027**, subject to future review and renewals as set forth in said Agreement.

[SIGNATURE PAGE TO FOLLOW]

2024-R##				
1st Read:				
PASSED BY ROLL CALL VOTE ON:				
NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee Stacy Mallicoat				
Trustee Susan Petty				
Trustee Justin Plock				
Trustee Michael Sima				
Trustee Michael Wright				
President Carol A. Gustafson				

APPROVED MAY 07, 2024:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

Zoning Board of Appeals Meeting of April 10, 2024
Application No. ZBA 2024-002

- Applicant:** Andrew Appलगren
- Location:** 738 Ballymore Road (PIN: 08-06-254-019)
- Requested Action:** Request for Variance to increase the established maximum residential driveway width from 24 feet to 29 feet
- Existing Use:** Single Family Residential
- Proposed Use:** Same as above
- Existing Zoning:** One-Family Residential (R1) District
- Adjacent Zoning:** North: R1
East: R1
South: R1
West: R1
- Description:** The applicant is submitting a proposal and request for a Variance through Zoning Ordinance Sec. 155.15.9 at the property located at 738 Ballymore Road (Parcel No. 08-06-254-019). The property is located in the One-Family Residential (R1) Zoning District. The applicant is requesting a Variance for relief from the requirements of Section 155.3.4(B)(6) pertaining to the maximum driveway width allowed within the R1 Residential District.
- The Residential Driveway Design Standards of Sec. 155.3.4(B)(6) allow 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 proposal is requesting a variance to allow the driveway to extend the full 29-foot width of the existing garage’s front façade all the way to the street without tapering to allow for the temporary loading and unloading of an RV trailer without blocking access to the garage.
- Staff Analysis:** The proposed driveway expansion would result in the addition of pavement to create a driveway running at a consistent width of 29 feet from the

property line to the existing garage. Specifically, the Variance requests flexibility from the following requirements of Sec. 155.3.4(B)(6):

- Residential driveways shall not exceed 24 feet in width at the property line.
- A garage access drive is permitted to match the width of the garage's front façade for a total distance of 20 feet beyond the garage doors before tapering within 10 feet back to the max driveway width of 24 feet.

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. As described above, there is also flexibility written into the code to accommodate wider paved areas that allow for continuous paved access to garages of widths greater than 24 feet, so long as the paved area is reduced to back to the maximum 24 feet within a total of 30 feet from the garage's entrance.

Allowing an exception from the established maximum residential driveway width creates a precedent that could have the effect of substantially increasing the amount of hardscape and paved surfaces within residential neighborhoods, which would ultimately reduce greenspace where residents live and detract from the quality of residential neighborhoods. Per the standards required to justify a variance per Sec. 155.15.9 described in detail below, staff does not support the request to exceed the maximum residential driveway width as justification for a variance from the established Ordinance has not been provided.

ZBA Considerations:

Per Sec. 155.15.9, variances may only be granted if there exists an unnecessary physical hardship affecting the practical use of the property that is caused by a unique circumstance created by the physical conditions of the site itself. Any practical difficulty or unique physical hardship may not include conditions which are created by the property owner, previous property owners, nor be due to the personal circumstances of the property owner. Conditions upon which a petition for a variance is made must be unique to the property and must not be applicable, generally, to other properties within the same zoning district.

As part of the consideration of the requested Variance, the Zoning Board of Appeals (ZBA) is required to review the application and any associated statements and make a recommendation to the Village Board that the variance be *approved as submitted*, *approved with conditions*, or *denied*.

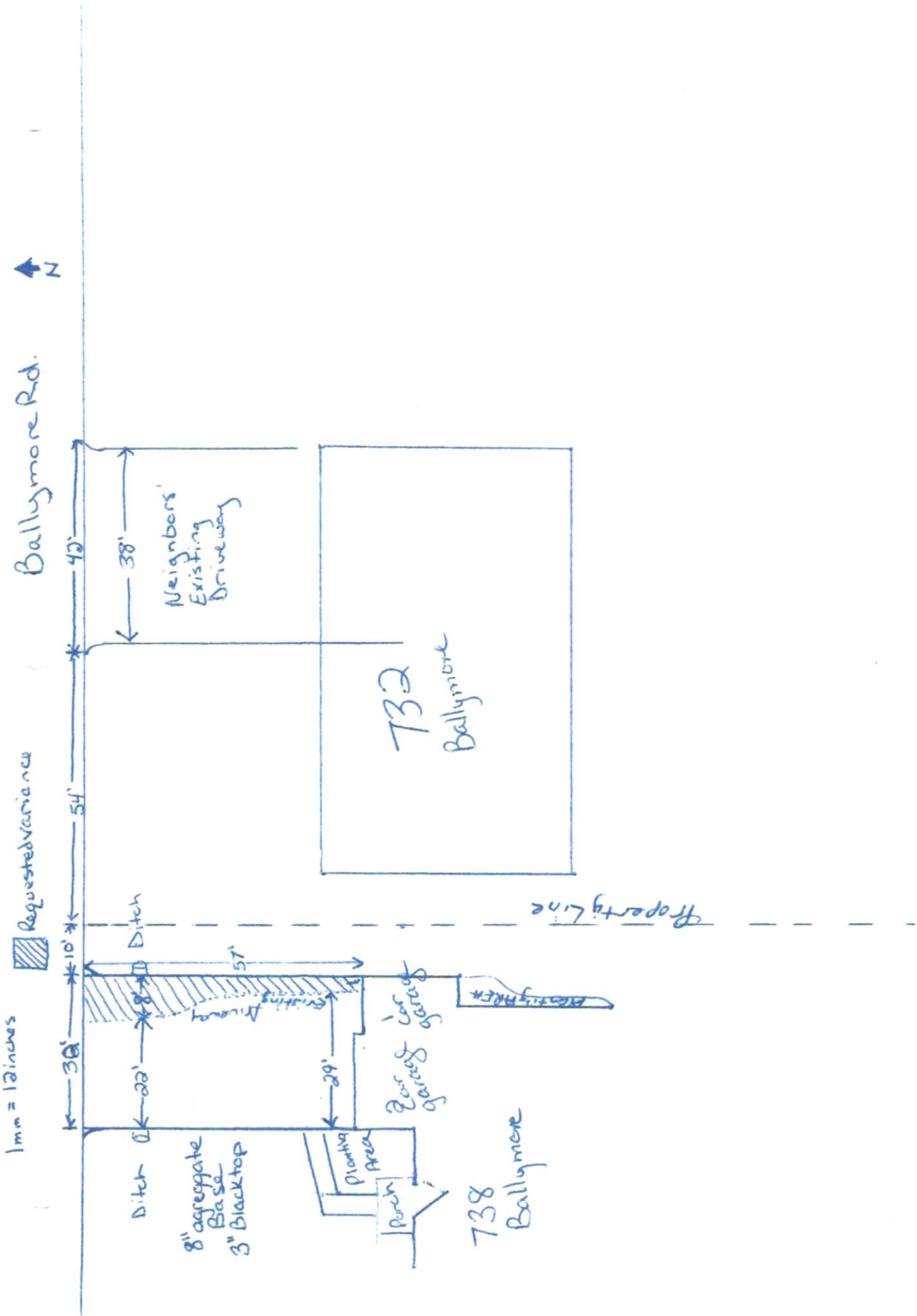
The recommendation provided to the Village Board for the proposed Variance must be decided by a majority vote of the ZBA. In reviewing the Variance request, the ZBA must consider the Findings of Fact prescribed in

Sec. 155.15.9(E) and provided as follows. For the Zoning Board of Appeals to make a decision to approve the proposed variance, it must find that **all** of the following facts are true:

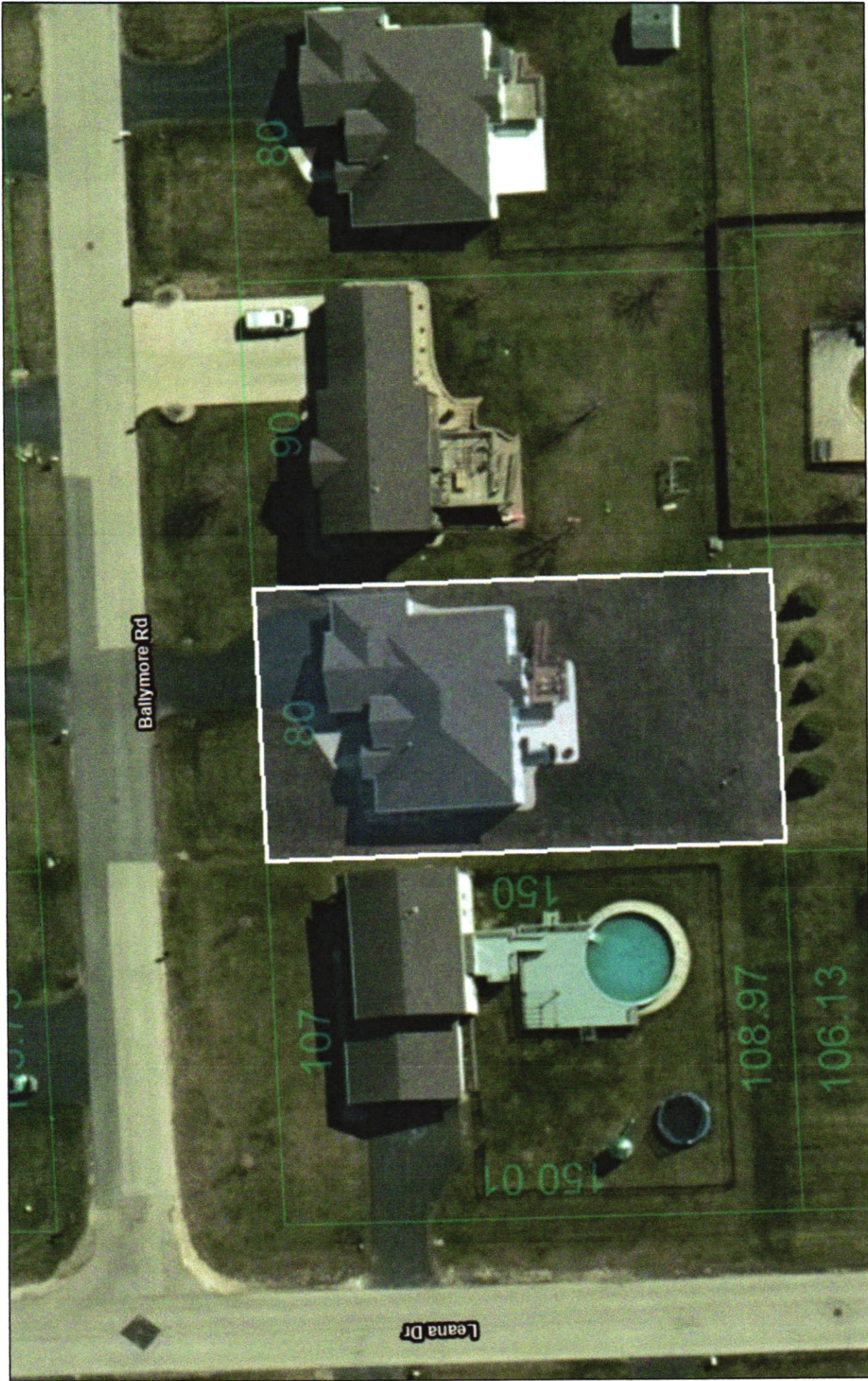
- a) Because of the particular physical surroundings, shape, or topographical conditions of a specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out;
- b) The practical hardship upon which the petition for a variance is based does not include conditions which are created by the property owner or previous property owner nor the personal circumstances of the property owner;
- c) The conditions upon which a petition for a variance is based are unique to the property for which the variance is sought and are not applicable, generally, to other property within the same zoning district;
- d) The purpose of the variance is not based exclusively upon a desire to increase the value or income potential of the property;
- e) The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity in which the property is located;
- f) The proposed variance will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets, increase the danger of fire, endanger public safety, or substantially diminish or impair property values within the vicinity.

A written finding of fact and recommendation based on these findings must be transmitted to the Village Board for their ultimate review and decision.

Recommendation: Staff recommends that the Board of Zoning Appeals recommend **denial** of the requested Variance as submitted based on the fact that Findings of Fact criteria *a*, *b*, and *c* above are not met and that sufficient justification for a Variance has not been provided.



738 Ballymore



4/5/2024

Parcel Owner

Winn Cnty Street Labels

Boone Cnty Street Labels

Stephenson Cnty Street Labels

Green: Band_2

Blue: Band_3

1:480

0 0.004 0.008 0.016 mi

0 0.005 0.01 0.02 km

WinnGIS

Item # 4.

RECEIVED MAR 12 2012



10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

ZONING BOARD of APPEALS APPLICATION

GENERAL INFORMATION

Applicant

Name: Andrew Appelgren
Address: 738 Ballymore Rd. Roscoe, IL 61073
Phone: [REDACTED] Email [REDACTED]
Applicant's Interest in Subject Property: Applicants Residence

Owner (if different from Applicant)

Name: Same as applicant
Address: _____
Phone: _____ Email _____

SUBJECT PROPERTY

Address of Property: 738 Ballymore Rd. Roscoe, IL 61073
Current Zoning Classification of Property:
UT (RV) R2 RR MRD RM PUD CPD CR CG CH CO IL IG IH F C P
Other _____

If a Special Use Permit has been previously issued, describe here, including date of issuance:

Legal Description of Property (attach copy of deed) or legal.

Lot 184, Plat #5 of Crystal Hills

Property Identification Number (PIN): 08-06-254-019

Township: Section 6, Township 45 North, Range 2 East.

Is title to the subject Property held in a land trust?

Yes No Trust No. _____

If yes, full disclosure of all trustees and beneficiaries is required: (use separate sheet)

Requested Action (check as many as are applicable)

- Variation
- Special Use Permit
- Map Amendment
- Text Amendment
- Zoning Appeal
- Other (specify)

Describe and explain reason for requested action: (use separate sheet if necessary)

We request a variance to have our 3 car garage driveway which is 29' at the garage extend full width to the street to allow temporary loading/unloading of our 5th wheel RV trailer, while still allowing normal operations of the garage.

Consultants

Please provide on a separate sheet the name, address, and phone number of each consultant or professional advising Applicant with respect to this Application (including without limitation, architects, engineers, surveyors, planners and attorneys)

Village Officials or Employees

Does any official or employee of the Village have an interest, either directly or indirectly, in the Subject Property? Yes No

Repeat Application

Has any other zoning application for the Subject Property been submitted to the Village and denied in the past year? Yes No unknown, moved in June of 2023.
(If yes, attach a statement of the grounds justifying reconsideration.)

Required Submittals

Ten (10) sets of all submittals and data required under the relevant provisions of the Zoning Ordinance shall accompany this application. Must include detailed site plan.

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 5.

Agenda Item:	Chicory Ridge Subdivision Annual Garage Sale		
Date:	April 16, 2024	Meeting:	COTW
Prepared by:	Vic Wilder	Department:	Special Events

Overview/Background Information

The Chicory Ridge Subdivision Annual Garage Sale will be held May 17, 18, and 19th. This is an annual event that has been taking place for over 10 years. The event comprises approximately 80-100 homeowners participating with a wide range of items for sale. This event brings in hundreds if not thousands of people from all over the area.

Key Issues

Traffic congestion is a key issue with this event. The roads in Chicory Ridge are narrow and make traveling difficult when there are vehicles parked on the sides of the roadway. The police and fire have reviewed the application and will be directing our Public Works department to post no parking signs in the designated areas to control traffic flow and reduce the risk of accidents. No parking will be posted on both sides of Chicory Ridge Way and Meadowsweet Lane up to Angelica Lane. All other roads will have parking on the even side only. There are several corners where we will extend the no parking zone to ensure area to turn for a large truck or bus. Along with the road congestion, this event creates a great deal of walking traffic. This event is during school and will have the school buses in the morning and afternoon on the Thursday and Friday of the event.

Fiscal Note/Budget Impact

There is a cost to the Village for this event. In 2023, this event cost the Village approximately \$2,310.06. The Police hired back one office for Friday and Saturday at a cost of \$1,063.43. The Public Works department had 14 hours of time to set up and remove the signs throughout the subdivision. The cost of this service was \$350.84. The cost for the Code Enforcement to be present was an additional \$356.79. The final cost is the purchasing of the no parking signs for a cost of \$539.00. Total cost \$2,310.06.

Prior Legislative Actions

n/a

Action Required/Recommendation

Approve the event known as Chicory Ridge Subdivision Annual Garage Sale to be held on May 17, 18 and 19th.

Attachments

Special Event application
Temporary sign permit

Special Event
Application Form

RECEIVED FEB 16 2024

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:

Annual Chlcory Ridge Subdivision Garage Sales

Nature of Event:

Garage Sales

Location of Event: Chlcory Ridge Subdivision Projected Attendance: _____

Address of Organizer: _____ Phone Number: _____

Event Date(s): May 17, 18 + 19, 2024

Event Hours: 8am @/pm until 5pm / 10pm am/pm

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

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

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

put up banners for sign up + advertise sales

- 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

Phone: (815) 623-7338 * Fax: (815) 623-7254 * Email: shawley7894@roscoepolice.com

Special Event
Application Form

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

Name: Mari Sweeney Phone Number: [REDACTED]
Email: [REDACTED]

Additional Comments:

Applicant Signature:

Date:

[REDACTED]

2-16-2024

Police Department
10595 Main Street
Roscoe, Illinois 61073
shawley7894@roscoepolice.com

OFFICIAL USE ONLY

Date Filed: _____

Police Department: _____
Signature _____ Date _____

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

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

1004438
Receipt

Cc: Public Works, Zoning, HRFPD, WCBD

Special Event
Hold Harmless Agreement

I, Mac Sweeney 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 Chicory Ridge Subdivision Sales

to be held May 17, 18, 19, 2024

Signed this 16 day of February, 20 24

Marjorie R Sweeney
Name

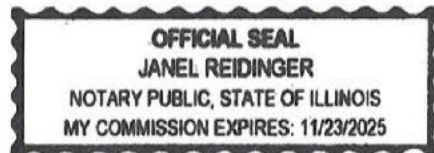
10659 Chicory Ridge Way
Address

[Redacted Signature]
Signature

[Redacted Witness]
Witness

2-16-2024 Rewd

(A)






10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

SIGN LOCATION (exact address) at meadowsweet + Roscoe Road
Chicory Ridge Way + Roscoe Road

BUSINESS NAME Chicory Ridge Neighborhood (Mag Sweeney)

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE 

REASON FOR TEMPORARY SIGN/BANNER
Advertise Garage Sales

DATE FOR PLACEMENT May 11, 2024

DATE FOR REMOVAL May 20, 2024

SIZE OF BANNER LENGTH 4' HEIGHT 4'

SIZE OF SIGN LENGTH _____ HEIGHT _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

 3-7-2024
DATE

FOR OFFICE USE ONLY	
DATE _____	PROPERTY ZONED _____
	TOWNSHIP _____
PERMIT APPROVED/NOT APPROVED	_____ Scott L. Sanders, Zoning Administrator




10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

SIGN LOCATION (exact address) Roscoe Rd + meadow sweet
Roscoe Rd + Chicory Ridge Way

BUSINESS NAME Chicory Ridge Neighborhood

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE 

REASON FOR TEMPORARY SIGN/BANNER
Garage Sales Sign-up

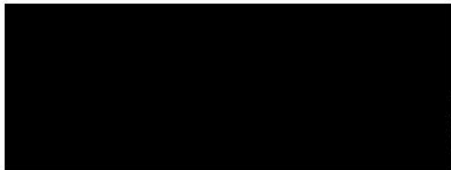
DATE FOR PLACEMENT April 16th, 2024

DATE FOR REMOVAL ~~16~~ April 24, 2024

SIZE OF BANNER LENGTH _____ HEIGHT _____

SIZE OF SIGN LENGTH 4' HEIGHT 4'

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.



3-7-2024
DATE

FOR OFFICE USE ONLY	
DATE _____	PROPERTY ZONED _____
	TOWNSHIP _____
PERMIT APPROVED/NOT APPROVED	_____ Scott L. Sanders, Zoning Administrator



10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

NORTH 2ND + BRIDGE STREET

SIGN LOCATION (exact address) BOSCOE ROAD + IL ROUTE 2

BUSINESS NAME Chicory Ridge Neighborhood (Mary Sweeney)

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE

REASON FOR TEMPORARY SIGN/BANNER

Advertise neighborhood Garage Sales

DATE FOR PLACEMENT May 11, 2024

DATE FOR REMOVAL May 20, 2024

SIZE OF BANNER LENGTH _____ HEIGHT _____

SIZE OF SIGN LENGTH 8 HEIGHT _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

- # 1 @ 6' x 2'
- 2 @ 8' x 2'



3-7-2024
DATE

FOR OFFICE USE ONLY

DATE _____ PROPERTY ZONED _____

TOWNSHIP _____

PERMIT APPROVED/NOT APPROVED _____

Scott L. Sanders, Zoning Administrator

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 6.

Agenda Item: Summer Party- All World Machinery Supply Inc.

Date: April 11, 2024

Meeting: COTW

Prepared by: Vic Wilder

Department: Special Events

Overview/Background Information

All World Machinery Supply Inc., is hosting their annual Summer party for their staff and for local officials. The event will take place on June 22, 2024. The event is held on the premises of the All World business located at 6164 All World Way. The event will begin at 3:00 PM and will conclude after the firework display, approximately 9:30 PM. The event includes food, drinks, games, and other family friendly activities. The event has been held at their Roscoe facility for the past 8 years. The pyrotechnic display application was submitted and was reviewed by the Harlem Roscoe Fire Dept. The plan is to launch the fireworks 254 feet away from the building and over 440 feet from Interstate 90. The event was moved from August to June to have less chance of there being a drought, making it too dangerous to display the fireworks. Harlem Roscoe Fire Chief Bergeron has stated that there are no issues with the application and no reason to deny the firework display.

Key Issues

The key issues for this event are the fireworks and safety of those around the property and traveling on Interstate 90. The police see no need for police to be on site for this event. The Harlem Roscoe Fire Department will have personnel on hand during the firework display.

Fiscal Note/Budget Impact

The cost of this event to the Village of Roscoe is minimal. The only cost is the time spent reviewing the application and communicating with officials from All World. There will be not cost from either the Police department nor the Public Works.

Prior Legislative Actions

As stated previously, this event, sponsored by All World Machinery Supply has taken place at this location for the past 8 years. The only concern in the years past is the weather conditions for the safety of the firework display. Since the event is being held two months earlier and there is less chance of a drought, the fire department has signed off on the event and the firework display.

Action Required/Recommendation

Approve the event known as Summer Party – All World Machinery Supply, Inc. to be held at 6164 All World Way on June 22, 2024. Approve the application to display fireworks at the special event.

Attachments

Special Event Application
Pyrotechnic Display Permit Application

Special Event
Application Form

RECEIVED FEB 16 2024

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:

Annual Chlcory Ridge Subdivision Garage Sales

Nature of Event:

Garage Sales

Location of Event: Chlcory Ridge Subdivision Projected Attendance:

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

Event Date(s): May 17, 18 + 19, 2024

Event Hours: 8am @/pm until 5pm / 6pm am/pm

Setup/Assembly Date: Start Time: am/pm

Dismantle Date: am/pm Completion Time: am/pm

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

put up banners for sign up + advertise sales

- 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

Phone: (815) 623-7338 * Fax: (815) 623-7254 * Email: shawley7894@roscoepolice.com

Special Event
Application Form

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

Name: Mari Sweeney Phone Number: [REDACTED]
Email: [REDACTED]

Additional Comments:

Applicant Signature:

Date:

[REDACTED] 2-16-2024

Police Department
10595 Main Street
Roscoe, Illinois 61073
shawley7894@roscoepolice.com

OFFICIAL USE ONLY

Date Filed: _____

Police Department: _____
Signature _____ Date _____

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

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

1004438
Receipt

Cc: Public Works, Zoning, HRFPD, WCBD

Special Event
Hold Harmless Agreement

I, Mac Sweeney 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 Chicory Ridge Subdivision Sales

to be held May 17, 18, 19, 2024

Signed this 16 day of February, 20 24

Marjorie R Sweeney
Name

10659 Chicory Ridge Way
Address

[Redacted Signature]

Witness [Redacted] 2-16-2024 Rewd (A)





10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

SIGN LOCATION (exact address) at meadowsweet + Roscoe Road
Chicory Ridge Way + Roscoe Road

BUSINESS NAME Chicory Ridge Neighborhood (Mag Sweeney)

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE 

REASON FOR TEMPORARY SIGN/BANNER
Advertise Garage Sales

DATE FOR PLACEMENT May 11, 2024

DATE FOR REMOVAL May 20, 2024

SIZE OF BANNER LENGTH 4' HEIGHT 4'

SIZE OF SIGN LENGTH _____ HEIGHT _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

 3-7-2024
DATE

FOR OFFICE USE ONLY	
DATE _____	PROPERTY ZONED _____
	TOWNSHIP _____
PERMIT APPROVED/NOT APPROVED	_____ Scott L. Sanders, Zoning Administrator




10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

SIGN LOCATION (exact address) Roscoe Rd + meadowsweet
Roscoe Rd + Chicory Ridge Way

BUSINESS NAME Chicory Ridge Neighborhood

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE 

REASON FOR TEMPORARY SIGN/BANNER
Garage Sales Sign-up

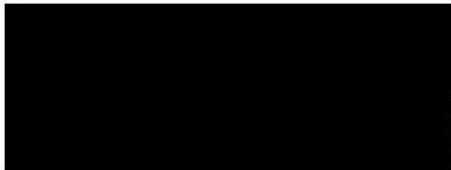
DATE FOR PLACEMENT April 16th, 2024

DATE FOR REMOVAL ~~16~~ April 24, 2024

SIZE OF BANNER LENGTH _____ HEIGHT _____

SIZE OF SIGN LENGTH 4' HEIGHT 4'

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 3-7-2024
DATE

FOR OFFICE USE ONLY	
DATE _____	PROPERTY ZONED _____
	TOWNSHIP _____
PERMIT APPROVED/NOT APPROVED _____	_____ Scott L. Sanders, Zoning Administrator



10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

NORTH 2ND + BRIDGE STREET

SIGN LOCATION (exact address) BOSCOE ROAD + IL ROUTE 2

BUSINESS NAME Chicory Ridge Neighborhood (Mary Sweeney)

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE

REASON FOR TEMPORARY SIGN/BANNER

Advertise neighborhood Garage Sales

DATE FOR PLACEMENT May 11, 2024

DATE FOR REMOVAL May 20, 2024

SIZE OF BANNER LENGTH _____ HEIGHT _____

SIZE OF SIGN LENGTH 8 HEIGHT _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

- # ① 6' x 2'
- ② 8' x 2'



3-7-2024
DATE

FOR OFFICE USE ONLY

DATE _____ PROPERTY ZONED _____

TOWNSHIP _____

PERMIT APPROVED/NOT APPROVED _____

Scott L. Sanders, Zoning Administrator

Village of Roscoe
Application for PERMIT FOR PYROTECHNIC DISPLAY

TO: Village of Roscoe
ATTENTION: Fireworks Permitting
10618 Main Street, P.O. Box 283, Roscoe IL 61073

APPLICANT: (Individual, corporation, partnership or entity sponsoring the event.)

Name:	All World Machinery	
Contact Person:	Joe Marchetti	
Address:	One All World Way	Roscoe IL
Phone number:	Cell/Other Number:	[REDACTED]

PROPERTY OWNER: (Owner of property where display/s will be held.)

Name:	All World Machinery/Mitch Koepp	
Address:	One All World Way	Roscoe, IL
Phone Number:	[REDACTED]	Cell/Other Number: Same

LEAD PYROTECHNIC OPERATOR: (Responsible for safety, setup & discharge of display)

- Copy of State of Illinois and Federal Explosives Licenses attached.
- Attach list of names and addresses of all persons involved in the handling of the pyrotechnic display.

Name:	Joseph Marchetti	
Address:	[REDACTED]	
Phone Number:	[REDACTED]	Cell/Other Number: Same

PYROTECHNIC DISTRIBUTOR: (Person or company distributing fireworks for sale in Illinois)

Name:	Ultimate FX Lasers and Pyrotechnics	
Address:	710 Ridge Drive, Marengo IL	
Phone Number:	847-845-8726	Cell/Other Number: Same

FIRE DEPARTMENT: (Fire Department supervising the pyrotechnic display. Copy of inspection report and/or permit from fire department or fire protection district must be attached to this application.)

Name: _____

Contact Person: _____

Phone Number: _____ Cell/Other Number: _____

DATES: Multi-Event Permit - *Please attach schedule of events.*

Single-Event Permit: *Please fill out information below:*

Date of Display: 06-22-2024

Alternate Date 1: _____

Alternate Date 2: _____

SITE PLAN: Please provide a site plan showing details of the display area, discharge area and fallout area.

FIREWORKS LISTING: Please provide a list of fireworks to be displayed including the number, class, division, and maximum size of fireworks.

CERTIFICATE OF INSURANCE: Please provide as specified in the Fireworks Code.

SIGNATURES:

The parties hereto state that the display will be conducted in strict adherence to the Rules and Regulations of the Village of Roscoe pertaining to pyrotechnic displays, and to State and Federal laws pertaining to the use and handling of fireworks and pyrotechnic displays.



Date: March 7th, 2024

Date: MARCH 8TH 2024

Date: March 7th, 2024

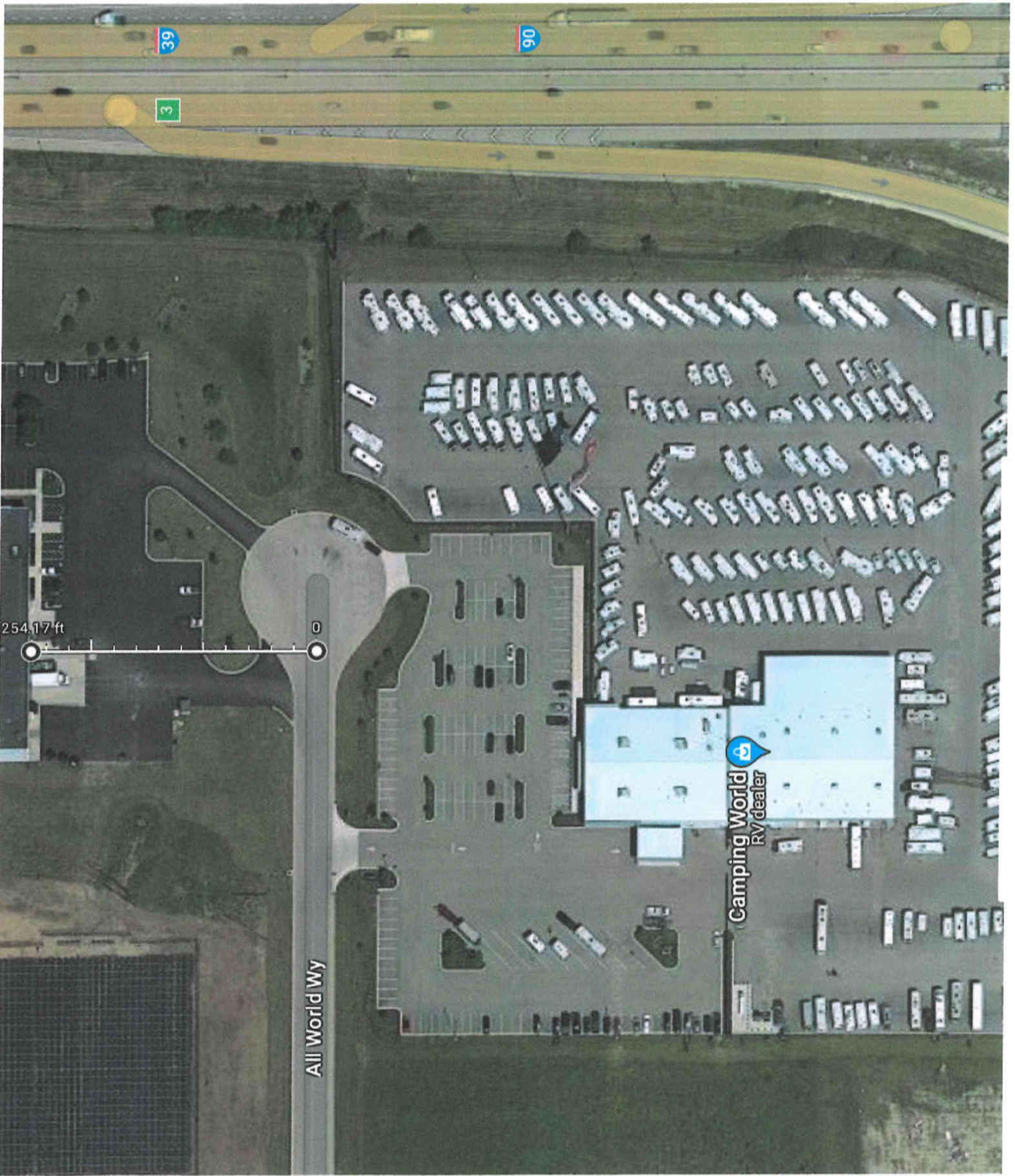
FOR VILLAGE USE ONLY

Permit No. _____

Application Reviewed by Village Board:

Approved Date: _____ (attach signed permit)

Denied Date: _____





al Tollway

All World Machinery
Supply, Inc

All World Wy

Camping World
RV dealer

Measure distance



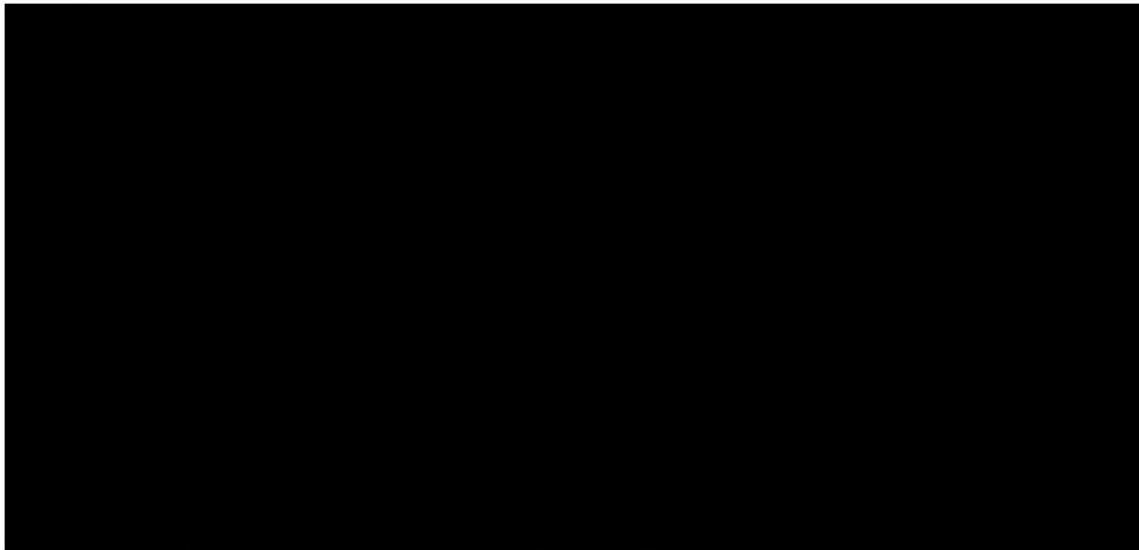
**ALL WORLD MACHINERY
FIREWORKS
INFORMATION DATA SHEET
JUN 22 2024**

LEAD OPERATOR: JOSEPH L MARCHETTI
Assistant Operator: Cindy MARCHETTI

IDNR LICENSE



SHOW DATE June 22, 2024
LOCATION OF DISPLAY: ALL WORLD MACHINERY
6164 ALL WORLD WAY ROSCOE ILLINOIS



SET UP TIME 3:00PM DISPLAY TIME 9:15PM
LENGTH OF DISPLAY 15 MINUTES

ALL UNUSED PYROTECHNICS WILL BE RETURNED TO OUR MARENGO
ILLINOIS EXPLOSIVES MAGAZINE

RKM FIREWORKS COMPANY - 27383 MAY STREET, EDWARDSBURG, County, MI 49112

License #	License Status	Start Date	End Date	Date Created	License Type
[REDACTED]	Active	04/07/2006	05/15/2024	04/07/2006	Pyrotechnic Distributor License
[REDACTED]	Active	05/21/2012	05/21/2024	05/21/2012	Pyrotechnic Operator License - BRYAN SZAIKO
[REDACTED]	Lapsed	07/21/2016	07/21/2022	07/21/2016	Pyrotechnic Operator License - GUY VAUGHN
[REDACTED]	Active	06/02/2017	06/02/2023	06/02/2017	Pyrotechnic Operator License - JACOB VOGELER
[REDACTED]	Active	06/15/2017	06/15/2023	06/15/2017	Pyrotechnic Operator License - DOUGLAS MOSER
[REDACTED]	Active	06/15/2017	06/15/2023	06/15/2017	Pyrotechnic Operator License - STEVEN SCAUGHTON
[REDACTED]	Active	06/22/2017	06/22/2023	06/22/2017	Pyrotechnic Operator License - KYLE PUMFREY
[REDACTED]	Active	08/29/2017	08/29/2023	08/29/2017	Pyrotechnic Operator License - JOHN O'BRIEN
[REDACTED]	Active	03/01/2018	03/01/2024	03/01/2018	Pyrotechnic Operator License - PETER CANGELOSI III
[REDACTED]	Active	06/04/2018	06/04/2024	06/04/2018	Pyrotechnic Operator License - JEREMY GOOD
[REDACTED]	Active	06/06/2019	06/06/2025	06/06/2019	Pyrotechnic Operator License - MATTHEW ALLEN
[REDACTED]	Active	05/25/2021	05/25/2024	05/25/2021	Pyrotechnic Operator License - THOMAS KRUSZA
[REDACTED]	Active	05/25/2021	05/25/2024	05/25/2021	Pyrotechnic Operator License - JEREMY RING
[REDACTED]	Active	06/30/2022	06/30/2025	06/30/2022	Pyrotechnic Operator License - LEONARD STELLA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/YY)	Item # 6.
08/28/2023	

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 Ryder, Rosacker, McCue & Huston 509 W. Koenig St. Grand Island NE 68801	CONTACT NAME: PHONE (A/C, No, Ext): (308) 382-2330 FAX (A/C, No): (308) 382-7109 E-MAIL ADDRESS: info@ryderinsurance.com														
INSURED Ultimate FX L&P LLC 710 Ridge Drive Marengo IL 60152	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Mutual Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC5-33S-B243X4-013	06/28/2023	06/28/2024	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of Illinois c/o State Fire Marshal 1035 Stevenson Dr Springfield, IL 62703	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 <MM>
--	--



**Illinois
Department of
Natural Resources**

Office of Mines and Minerals
Oper #: 2522
ULTIMATE FX L.L.C.
710 RIDGE DRIVE
MARENGO, IL 60152

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

Not exceeding 50 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2024

Certificate No.: 10051

Expires: Last day of February, 2025

Office of Mines
and Minerals



**Illinois
Department of
Natural Resources**

Office of Mines and Minerals
 Oper #: 2522
 ULTIMATE FX L.L.C.
 710 RIDGE DRIVE
 MARENGO, IL 60152

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

Not exceeding 50 pounds/count of explosives

Under the "Illinois Explosives Act"
 Approved January 1, 2011

Effective Date: 3/1/2024

Certificate No.: 10039

Expires: Last day of February, 2025

[Signature]
 Office of Mines
 and Minerals

EMERGENCY RESPONSE INFORMATION**UN0336, FIREWORKS, 1.4G**

No chemical composition is released or exposed during normal handling, storage and transportation. In the event of a vehicle fire or intense that reaches the cargo area, the fireworks are likely to ignite. They will burn, spreading burning particles over a limited area. A mass explosion is not expected. Smoke and potentially irritating gases will be produced in such a fire. If the fireworks are spilled as the result of an accident but do not ignite, they can be picked up and repackaged with caution. The area should be kept clear of non-essential people while this is being done.

EMERGENCY ACTION

In case of fire, stop traffic, isolate the immediate area, and deny entry. Keep non-essential people away.

Fire in cargo area can be fought with water spray if necessary, although disposal and site clean up will be simplified if material is allowed to burn. Try to prevent other types of fire from reaching the cargo area.

Self-contained breathing apparatus (SCBA) and structural firefighter's protective clothing will provide some limited protection. Firefighters should retreat if fire approaches cargo area, and use unmanned hose holder to direct water spray on fire.

For additional information, call the shipper using the emergency telephone number listed on the shipping papers. If there is no answer, call Chem-Tel's 24-hour number (800) 255-3924.

FIRE

Truck fire (other than cargo area): Flood with water. Tire fires may re-start. If possible, unhook and separate tractor from trailer. Remove vehicle that is not involved in fire from fire area if you can do so without risk. If cargo area is exposed to heat and flames, direct water spray on outside of container to cool it down. Continue spray until well after fire is out.

Cargo fire: Do not move cargo or vehicle if cargo has been exposed to heat.

Withdraw from area if and when fire reaches cargo and let fire burn, if situation allows. If fire must be fought, flood with water spray. Use firefighting team to prevent spread of fire to adjacent structures and materials.

Promptly isolate the scene by removing all persons from the vicinity of the incident. First, move people out of line-of-sight of the scene and away from windows. Obtain more information from appropriate authorities listed on the shipping papers.

SPILL OF CARGO

Shut off ignition sources. There should be no flares, smoking, tools capable of producing sparks, or flames in the vicinity of the spilled material.

Cautiously pick up the spilled devices and place them in cardboard cartons.

FIRST AID

Call emergency medical care.

Use first aid treatment according to the nature of the injury.

Information courtesy of The American Pyrotechnics Association

B2

EMERGENCY RESPONSE INFORMATION**EXPLOSIVES - DIVISION 1.4**

Articles, pyrotechnic, 1.4G, UN0431, Fireworks, 1.4G, UN0336,
Igniters, 1.4G, UN0325, Igniters, 1.4S, UN0454

POTENTIAL HAZARDS**FIRE OR EXPLOSION**

- MAY EXPLODE AND THROW FRAGMENTS 500 meters (1/3 MILE) OR MORE IF FIRE REACHES CARGO.

HEALTH

- Fire may produce irritating, corrosive and/or toxic gases.

PUBLIC SAFETY

- CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.
- CALL CHEM-TEL: 24-HOUR NUMBER (800) 255-3924.
- Isolate spill or leak area immediately for at least 100 meters (330 feet) in all directions.
- Move people out of line of sight of the scene and away from windows.
- Keep unauthorized personnel away.
- Stay upwind.
- Ventilate closed spaces before entering.

PROTECTIVE CLOTHING

- Wear positive pressure self-contained breathing apparatus (SCBA).
- Structural firefighters' protective clothing will only provide limited protection.

EVACUATION**Large Spill**

- Consider initial EVACUATION for 250 meters (800 feet) in all directions.

Fire

- If rail car or trailer is involved in a fire, ISOLATE for 500 meters (1/3 mile) in all directions; also initiate evacuation including emergency responders for 500 meters (1/3 mile) in all directions.

EMERGENCY RESPONSE**FIRE****CARGO Fire**

- DO NOT fight fire when fire reaches cargo! Cargo may EXPLODE!
- Stop all traffic and clear the area for at least 500 meters (1/3 mile) in all directions and let burn.
- Do not move cargo or vehicle if cargo has been exposed to heat.

TIRE or VEHICLE Fire

- Use plenty of water - FLOOD it! If water is not available, use CO₂, dry chemical or dirt.
- If possible, and WITHOUT RISK, use unmanned hose holders or monitor nozzles from maximum distance to prevent fire from spreading to cargo area.
- Pay special attention to tire fires as re-ignition may occur. Stand by with extinguisher ready.

SPILL OR LEAK

- ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area).
- All equipment used when handling the product must be grounded.
- Do not touch or walk through spilled material.
- DO NOT OPERATE RADIO TRANSMITTERS WITHIN 100 meters (330 feet) OF ELECTRIC DETONATORS.
- DO NOT CLEAN-UP OR DISPOSE OF, EXCEPT UNDER SUPERVISION OF A SPECIALIST.

FIRST AID

- Move victim to fresh air.
- Call 911 or emergency medical service.
- Give artificial respiration if victim is not breathing.
- Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.
- Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.

SUPPLEMENTAL INFORMATION

- Packages bearing the 1.4S label or packages containing material classified as 1.4S are designed or packaged in such a manner that when involved in a fire, may burn vigorously with localized detonations and projection of fragments.
- Effects are usually confined to immediate vicinity of packages.
- If fire threatens cargo area containing packages bearing the 1.4S label or packages containing material classified as 1.4S, consider isolating at least 15 meters (50 feet) in all directions. Fight fire with normal precautions from a reasonable distance.