



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, April 21, 2026

[immediately following Village Board Meeting]

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

- 1. Approval of the Minutes** for the meeting of the Committee of the Whole from **April 07, 2026.**

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

- 2. Discussion and Recommendation of Donation of Village owned Property to Northern Illinois Landbank Authority (NILBA)** for proposed Commercial and Residential Development proposed by **Ambassador Homes.**

Property Address: 11243 Main Street, Roscoe, Illinois

NEW BUSINESS

- 3. Approval of Memorandum of Understanding** between the Village of Roscoe and Village of Rockton for Police Mutual Aid.
- 4. Discussion & Recommendation: Village Parade Protocol**

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

- 5. Presentation: AR2 Homes (Roscoe Development Discussion)**

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting
Tuesday, April 07, 2026

CALL TO ORDER

ROLL CALL

PRESENT

Trustee John Broda
Trustee Molly Butz
Trustee Dayne Mead
Trustee Michael Sima
Trustee Michael Wright
Village President Carol Gustafson

ABSENT

Trustee William Babcock

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **March 18, 2026.**

Trustee Wright asked for a motion for the approval of the minutes.

Motion was made by Trustee Sima, second by Trustee Broda. Voting yes: Trustees Sima, Wright, Broda, Mead. Voting Abstain Trustee Butz 4-0-1.

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

No Old Business.

NEW BUSINESS

1. Presentation, Discussion and Recommendation of **Donation of Village owned Property to Northern Illinois Landbank Authority (NILBA)** for future development.

Property Address: 11243 Main Street, Roscoe, Illinois

Presentation by:

Region 1 Planning Council (R1)

Michael Dunn, Executive Director
Eric Setter, Director of Community Revitalization

2. Discussion and Recommendation of a Special Event Permit for the Annual Chicory Ridge Garage Sale. Event to be held on June 5th, 6th and 7th from 8am-5pm.

Melissa Carpenters and Sara Pence representing the Chicory Ridge Garage Sale Committee, who explained why the subdivision selected June 5-7, 2026, for the annual sale. She noted that Friday's consistently draw the highest turnout, especially because school will already be out, reducing bus traffic and improving safety for children walking through the neighborhood. She also contacted the county about the Roscoe Road Bridge project and learned that the contractor is "really pushing " to begin work that same weekend. Although this could affect traffic flow, the committee still preferred to hold the sale on the planned dates.

President Gustafson would like to the committee to just downsize and do it on Friday and Saturday only.

Trustee Butz asked what impact does it have on the Village?

President Gustafson discussed the operational impact on the village, especially police and public works staffing.

Sam Hawley Chief of Police explained that the event requires traffic control, no-parking enforcement, and positioning officers at both ends of the subdivision due to congestion. Cost ranges from \$2,113 (if the bridge remains open) to \$3,522 (if the bridge is closed), with additional public works labor for signage and barricades. Trustee Sima also emphasized that Sunday participation is extremely low, and that a third day creates unnecessary inconvenience for residents who do not participate. After discussion, both the committee representatives and trustees agreed that a two-day event- Friday and Saturday, 8 am to 5 pm. was the best option.

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

3. Discussion and Recommendation of an alternate electrical supply agreement for the Village of Roscoe street light accounts.

Ann Hanson Village Human Services explains that Rock River Energy Services had re-evaluated the village's streetlight electrical accounts and found that, unlike in previous years, Roscoe could now save money by switching suppliers. She noted that the Village currently uses ComEd as the default supplier for all dawn-to-dusk streetlights, but updated market pricing showed that an alternate supplier could reduce cost by roughly \$1,000 per year. Ann provided trustees with fresh bid sheets received that same morning, adding that rates appeared to be trending downward. Her goal was to give the board enough information so that, if they chose to approve the agreement in two weeks, the village could lock in a potentially better rate.

Trustee Broda asked Ann about contract length and which option offered the best long-term value. She recommended the 48 -month contract with Constellation, explaining that it provided the strongest combination of stability and savings. She specifically advised against the 60-month option, noting that it did not offer additional financial benefit.

Motion was made to move to the board by Trustee Broda, second by Trustee Butz. Voting yes. Trustees Mead, Butz, Broda, Wright, Sima 5-0-0.

PUBLIC COMMENT (limited to 3 minutes per speaker)

Trustee Sima stated in regard to the landbank he went in and reread the packet, it never said anything about rental or whether it would be condos. Trustee Sima knows the Village President obviously had a discussion with them, Trustee Sima's whole point is that we should have it where we can have a discussion with them as a board and see where and how we can move forward with them. Trustee Sima doesn't think it's all set in stone. He thinks it'd be helpful for us to have that. He stated let's think outside the box to see what we can do.

PRESENTATIONS

No Presentations.

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

Trustees Wright asked for a motion to Adjourn the meeting.

Motion was made by Trustee Broda, second by Trustee Butz. Voting yes: Trustees Broda, Sima, Wright, Mead, Butz 5-0-0.

Meeting Adjourn at 8:00 pm.

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 2.

Agenda Item:	Discussion of Donation of Vacant Property to Northern Illinois Landbank Authority (NILBA) for future Development – 11243 Main Street		
Date:	April 2, 2026	Meeting:	COTW - 04/07/2026
Prepared by:	Josef Kurlinkus	Department:	Administration

Overview/Background Information

NILBA Background

The Northern Illinois Land Bank Authority (NILBA), also known as the Winnebago County Landbank, was established in 2019 through an intergovernmental agreement. The Village of Roscoe became a member in 2021. The Landbank utilizes the statutory authority of its member entities to acquire vacant, abandoned, or underutilized properties throughout Winnebago and Boone Counties and return them to productive use.

NILBA’s mission is to combat community deterioration and promote economic development by facilitating the redevelopment of properties for housing, commercial use, open space, and employment opportunities. The organization is self-sustaining, operating through grant funding and proceeds from property sales.

Each member municipality maintains a direct role in governance, including voting authority on acquisitions, dispositions, and overall management. Importantly, NILBA cannot acquire or dispose of property within a member jurisdiction without prior written consent from that community’s designated representative.

Rationale for Land Bank Partnership

Under typical circumstances, the Village’s ability to convey property is limited. Disposition of publicly owned land generally requires declaring the property as surplus and selling it to the highest bidder, which limits the Village’s ability to influence the ultimate use and quality of development beyond standard zoning controls.

By partnering with NILBA, the Village can utilize the Landbank’s statutory authority to:

- Enter into development agreements with enforceable performance standards
- Establish clear timelines and project milestones
- Ensure the property is developed in alignment with the Village’s adopted plans

This approach allows the Village to maintain a higher level of control over the redevelopment outcome while leveraging NILBA’s expertise and resources to facilitate project completion.

Property History & Village Objectives

The Village purchased the 2.57-acre property located at 11243 Main Street in July 2023 for \$240,000. At the time of acquisition, the property contained a dilapidated structure that had been converted into multi-family rental units. Due to its condition and lack of viability for rehabilitation, the Village proceeded with demolition to prepare the site for future redevelopment.

In May 2025, the Village issued a Request for Proposals (RFP) with the stated purpose of offering a qualified developer the opportunity to transform the property into a signature mixed-use development for the emerging Main Street District.

This effort aligns with the Village’s broader redevelopment strategy. Throughout 2024, the Village worked with consultants and stakeholders to develop and adopt the Main Street District Blueprint, which outlines a long-term vision for reinvestment, mixed-use development, and the creation of a vibrant downtown corridor. The redevelopment of this parcel is a key component of that strategy.

Developer Proposal

In early 2026, the Village received a development proposal from Darko Gligorevic of Ambassador Homes, LLC in response to the Village's solicitation efforts.

The proposal includes:

- Two (2) mixed-use buildings fronting Main Street with ground-floor commercial space
- Five (5) three-family residential buildings located toward the rear of the property

The developer has demonstrated experience in delivering similar residential and mixed-use projects in the region and has indicated the capacity to complete the proposed development. This development concept is consistent with the goals and recommendations outlined in the Main Street District Blueprint, including increasing housing density, activating the streetscape, and expanding the Village's commercial base.

Proposed Process. The anticipated process to advance the project is as follows:

- 1) **Village Approval** of a donation agreement transferring ownership of the property to NILBA
- 2) **Negotiation of a Development Agreement** between NILBA and Ambassador Homes, LLC, in consultation with the Village, establishing:
 - a. Final project scope and design
 - b. Development timeline
 - c. Performance obligations
- 3) **NILBA Board Approval** of the development agreement and subsequent property transfer to the developer
- 4) **Project Completion**, resulting in new mixed-use development and a strengthened northern anchor to the Main Street District

Fiscal Note/Budget Impact

The Village requested Region 1 Planning Council (R1) to prepare an economic and fiscal analysis of the proposed redevelopment, which is included in the Board packet for reference. The analysis indicates that the project represents an estimated \$4.9 million private investment and would deliver a mixed-use development consisting of 21 residential units and approximately 9,000 square feet of commercial space. While the project is currently slightly below typical lending thresholds, resulting in an estimated feasibility gap of approximately \$250,000, R1 concludes that a one-time Village participation at that level would be offset through new revenues and economic activity. Specifically, the Village is projected to receive approximately \$35,000 to \$40,000 annually in combined property and sales tax revenues, resulting in a payback period of roughly seven years.

In addition to direct fiscal impacts, the project is expected to generate broader economic benefits, including approximately \$9.7 million in total economic output and 36 job-years of employment during construction. Upon completion, the development is projected to generate approximately \$3.0 million in annual retail sales and contribute to long-term tax base growth within the Main Street District. Overall, the analysis concludes that a limited, one-time Village investment would leverage substantial private capital, activate a currently underutilized site, and produce sustained economic and fiscal returns consistent with common public-private redevelopment practices.

Action Required/Recommendation

Staff is requesting direction from the Committee of the Whole to proceed with finalizing a donation agreement with the Northern Illinois Land Bank Authority (NILBA) for the redevelopment of the property located at 11243 Main Street, for subsequent consideration and approval by the Village Board.

Attachments

DRAFT_Donation Agreement to NILBA_04032026
 R1_ROI Analysis_11243_Main_02_02_2026.pdf
 Ambassador Homes_11243 Main_Site Plan & Renderings

DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”) is made between _____ (“Donor”) and the Northern Illinois Land Bank Authority, an Illinois intergovernmental agency under the laws of the State of Illinois (“Donee”) (collectively the “Parties”). This Agreement is effective as of _____, 202__ (“Effective Date”).

RECITALS

WHEREAS, the Donor owns certain real property, improvements, appurtenances and hereditaments commonly known as:

_____ and legally described in **Exhibit A** attached to this Agreement (“Property”); and

WHEREAS, the Donor wishes to donate, and the Donee wishes to accept, fee simple title to the Property subject to the terms and conditions herein;

THEREFORE, the Parties agree as follows:

AGREEMENT

1. **CONVEYANCE OF TITLE.** Subject to the terms and conditions herein, Donor agrees to convey the Property to the Donee. Donor will provide to Donee an executed Quit Claim Deed in recordable form conveying fee simple title to, and possession of, the Property (“Deed”) on or before 30 days from the Effective Date.

2. **ACCEPTANCE OF TITLE.** Upon completing a satisfactory review of title, survey, or other diligence Donee may choose to complete, Donee agrees to accept the conveyance of title for the Property by recording the executed Deed (“Closing”). **Prior to recording, the Property shall remain in Donor’s possession and ownership.**

3. **SURVEY.** The Donee, at its sole discretion and expense, may procure a survey to the Property prior to accepting title.

4. **CONTROL OF PROPERTY.** Prior to Closing, Donor shall have the full responsibility and the entire liability for any and all damages or injury of any kind whatsoever to the Property. If, prior to the Closing, the Property is materially damaged or the Property is subject to an action in eminent domain or a proposed taking by a governmental authority, whether temporary or permanent, the Donee, at its sole discretion, shall have the right to terminate this Agreement upon notice to Donor, without liability on its part.

5. **REPRESENTATIONS OF DONOR.** Donor represents, warrants, and covenants to the Donee that Donor has the legal power, right and authority to enter into this Agreement, to consummate the transaction contemplated herein and to execute and deliver all documents and instruments to be delivered by Donor hereunder. The individual(s) executing this Agreement on

behalf of Donor have the legal power, right, and actual authority to bind Donor to the terms and conditions of this Agreement.

6. **CONDITION OF PROPERTY.** THE DONEE ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" PHYSICAL CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN, WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. The Donee acknowledges that Donor, its agents and representatives have not made, and Donor specifically negates and disclaims, any representations, warranties, promises, covenants, agreements or guarantees, implied or express, oral or written with respect to the following:

- A) The physical condition or any other aspect of the Property including the structural integrity or the quality or character of materials used in the construction of any improvement (e.g. drywall, asbestos, lead paint, urea formaldehyde foam insulation, etc.), availability and quantity or quality of water, stability of the soil, susceptibility to landslide or flooding, sufficiency of drainage, water leak, water damage, mold or any other matter affecting the stability, integrity or condition of the Property or improvements;
- B) The conformity of the Property, or the improvements, to any zoning, land use or building code requirement or compliance with any laws, rules, ordinances, or regulations of any federal, State or local governmental authority, or the granting of any required permits or approvals, if any, of any governmental bodies which had jurisdiction over the construction of the original structure, any improvements, and/or any remodeling of the structure;
- C) The habitability, merchantability, marketability, profitability or fitness for a particular purpose of the Property or improvements including rehibitory vices and defects, apparent, non-apparent or latent, which now exist, or which may hereafter exist and which, if known to the Donee, would cause the Donee to refuse the Property.

The Closing of this conveyance shall constitute acknowledgement by the Donee that the Donee had the opportunity to retain an independent, qualified professional to inspect the Property and that the condition of the Property is acceptable to the Donee. The Donee waives any claim against Donor with respect to any of the Property conditions identified in this Section.

7. **PERSONAL PROPERTY.** Donor waives all rights to any personal property remaining on the Property at the time of Closing.

8. **PRORATIONS AT CLOSING.** Donor will not pay any tax prorations, Donee transfer taxes, or other fees or payments to the Donee as part of the Closing.

9. **CLOSING COSTS.** The Parties warrant and represent that they did not use real estate brokers and are individually responsible for paying any attorneys and consultants they have retained. If either Party requests the use of escrow services as part of the Closing, the cost of the escrow services shall be split between the Parties and paid at Closing, unless otherwise agreed to by the Parties in writing.

10. **DONOR'S OBLIGATIONS.** At or prior to the Closing Date, Donor shall:

- A) Deliver to the Donee a duly recordable Quit Claim Deed to the Property conveying to the Donee fee simple title to the Property and all of Donor's rights appurtenant thereto;
- B) Execute or deliver any other documents that are reasonably necessary to accomplish the Closing.

11. **DONEE OBLIGATIONS.** At Closing, and subject to the terms, conditions, and provisions hereof, and the performance by Donor of its obligations as set forth herein, the Donee shall execute such documents, pay for recording fees, and perform such acts as are reasonably necessary to accomplish the Closing.

12. **DELIVERY OF POSSESSION OF PROPERTY.** At Closing, the Donor shall deliver possession of the Property to the Donee. If after the Effective Date of this Agreement and before Closing the Donor materially alters the Property or causes the Property to be materially altered in any way without the prior written consent of the Donee, such event shall constitute a breach by the Donor under the Agreement and the Donee may terminate this Agreement.

13. **RISK OF LOSS.** In the event of fire, destruction, or other loss to the Property after the Donor's acceptance of this Agreement and prior to Closing, the Donor may, at its sole discretion, repair or restore the Property, or the Donor may terminate the Agreement. If the Donor elects to repair or restore the Property, then the Donor may, at its sole discretion, limit the amount to be expended. Whether or not Donor elects to repair or restore the Property, the Donee's sole and exclusive remedy shall be either to acquire the Property in its then condition or terminate this Agreement.

14. **SURVIVAL.** Donor's delivery of the Deed to the Property to the Donee shall be deemed to be full performance and discharge of all of the Donor's obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, any provision which contemplates performance or observance subsequent to any termination or expiration of the Agreement shall survive the Closing and/or termination of the Agreement by any Party and continue in full force and effect.

15. **REMEDIES.** If either Party defaults in the performance of this Agreement, the non-defaulting Party's sole and exclusive remedy shall be to terminate this Agreement. Donor and Donee hereby acknowledge and agree that neither Party shall be entitled to any monetary or legal damages as a result of any breach of this Agreement.

16. **TERMINATION.** The Donor and the Donee shall have the right, by written notice delivered to other Party on or before the Closing, to terminate this Agreement for any reason, or no reason at all. Should such termination be delivered on or before the Closing, this Agreement shall be deemed null and void, and neither Party shall have any further duties or obligations under this Agreement.

17. **MISCELLANEOUS PROVISIONS.**

- A) **No Waivers.** No waiver by either party of any provision shall be deemed a waiver of any other provision or of any subsequent breach by either Party of the same or any other provision.
- B) **Time of Essence.** Donor and the Donee hereby acknowledge and agree that time is strictly of the essence with respect to each term and condition of this Agreement and that the failure to timely perform any of the terms and conditions by either Party shall constitute a breach and default under this Agreement by the Party failing to so perform.
- C) **Governing Law.** The Parties intend and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction situated in the County of Winnebago, State of Illinois.
- D) **Notices.** Any notices or other communication required to permitted under this Donation Agreement shall be in writing, and shall be (a) personally delivered, or (b) sent by certified or registered United States mail, postage prepaid, return receipt requested, or (c) by overnight delivery by a reputable courier to the address of the party set forth in this Section or (d) emailed or telecopied to the Fax number or email address of the party set forth in this Section. Such notice or communication shall be deemed given (i) if sent by personal delivery or by overnight courier, when delivered in person, (ii) if sent by telecopier, when evidence of successful transmission by telecopier has been received by sender or (iii) in the case of mailed notice, forty-eight (48) hours following deposit in the United States mail. Notice of change of address shall be given by written notice in the manner detailed in this Section.

If to Donor:

Name:

Mailing Address after conveyance:

Email:

If to Donee:

Northern Illinois Land Bank Authority

Attn: Eric Setter

127 N. Wyman St., Suite 100

Rockford, IL 61101

Email: ESetter@r1planning.org

With a copy to:
Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle, Suite 2160
Chicago, IL 60603
Email : csharrow@denzinlaw.com

- E) **Assignability.** In no event may Donor convey or encumber the Property during the term of this Agreement, and neither Donor nor the Donee may assign this Agreement or its rights herein to any third party.
- F) **Partial Invalidity.** If any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as fully as through the invalid, illegal, or unenforceable portion had never been part of this Agreement.
- G) **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the Donation of the property and supersedes all prior written or oral agreements between the parties to this Agreement. No addition to or modification of any term or provision shall be effective unless in writing, signed by both Donor and the Donee.
- H) **No Third-Party Beneficiaries.** No person other than Donor and the Donee, and their permitted successors and assigns, shall have any right of action under this Agreement.
- I) **Captions.** The captions and Section numbers of this Agreement are for convenience and in no way define or limit the scope or intent of the Sections of this Agreement.
- J) **Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Electronic signatures shall be permitted and shall have the full force and effect as any ink signatures.
- K) **No Presumption.** All the Parties hereto and their attorneys have had full opportunity to review and participate in the drafting of the final form of this Agreement and all

documents attached as exhibits. Accordingly, such documents shall be construed without regard to any presumption or other rule of construction whereby any ambiguities within this Agreement would be construed or interpreted against the party causing the document to be drafted.

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the Parties through their authorized representatives as set forth below.

DONOR: _____

Sign: _____

Its: _____

Date: _____

DONEE: Northern Illinois Land Bank Authority

By: _____
Michael Dunn

Its: Presiding Officer

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Common Address:

Legal Description:

Permanent Index No.:



Memorandum

To: Josef Kurlinkus, Village Administrator

From: Region 1 Planning Council

Date: February 2, 2026

Subject: Economic Return on Investment Analysis: 11243 Main St Redevelopment

This memorandum evaluates the economic and fiscal return associated with the proposed redevelopment of the Village-owned property at 11243 Main Street by Ambassador Homes, LLC. The project represents a \$4.9 million private investment and would create a mixed-use Main Street development with 21 residential units and approximately 9,000 square feet of ground-floor retail.

The project currently achieves a 9.5 percent return on cost, slightly below the 10 percent return typically required by lenders, resulting in an estimated feasibility gap of approximately \$250,000. The developer has requested a one-time Village participation to address this gap and allow the project to proceed.

A Village investment of approximately \$250,000 would be offset through new property and sales tax revenues and short-term economic impacts. Using conservative assumptions, **the combined Village property and sales tax revenues are estimated at approximately \$35,000-\$40,000 annually, indicating the Village's investment could be recaptured in roughly seven years.**

Construction is expected to occur in 2026-2027 and is projected to generate \$9.7 million in total economic output and support about 36 job-years of employment in Winnebago County. These impacts include direct construction employment, indirect supplier activity, and induced household spending.

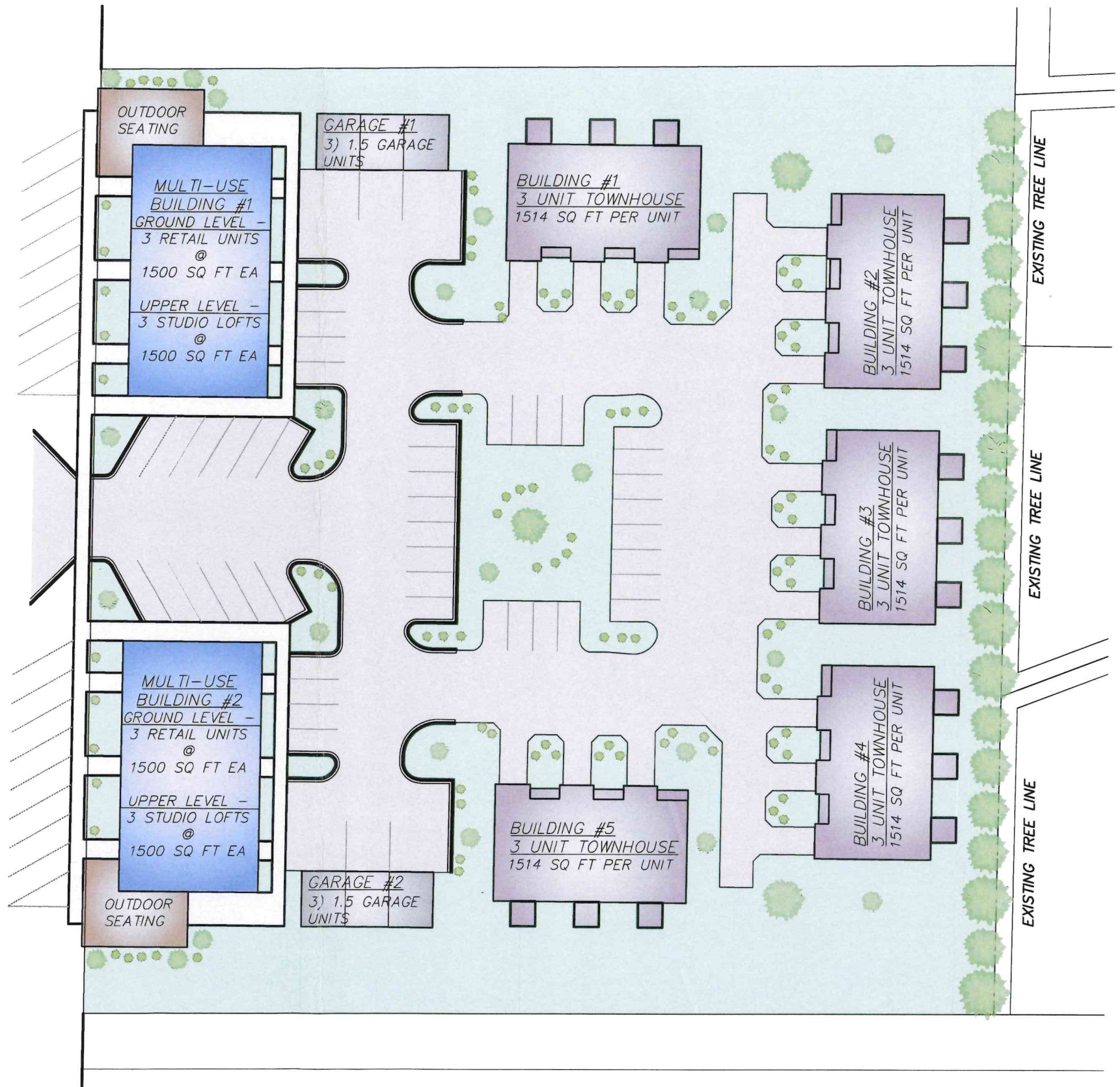
Based on comparable properties in the same Roscoe tax code, the completed development is expected to generate around \$140,000 annually in total property tax revenue, with the Village's direct share estimated at approximately \$7,500 per year. Most property tax revenue would flow to school districts and other taxing bodies, **resulting in a total public-sector payback period of approximately two years.**

Depending on the tenants, the retail component is expected to generate approximately \$3.0 million in annual taxable sales, based on conservative retail sales assumptions.¹ Under current sales tax allocations, the Village of Roscoe is projected to receive approximately \$30,000 annually.

Overall, the proposed redevelopment leverages a limited, one-time Village investment to unlock substantial private capital, activate a Village-owned site, and generate long-term property and sales tax revenue. The requested participation is consistent with common economic development practices for mixed-use Main Street redevelopment.

¹ According to research firm CoStar, U.S. retailers' average sales per square foot was \$325 in 2020.

MAIN STREET



MULTI-USE PROJECT
MAIN STREET
ROSCOE, IL 61073

SITE PLAN
NOT TO SCALE

12/10/2025
S-1
PAGE

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AMBASSADOR
Homes, LLC
6100 Broadcast Pkwy
Loves Park, IL 61111
815-200-9788













VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 3.

Agenda Item:	Approval of Memorandum of Understanding between the Village of Roscoe and Village of Rockton for Police Mutual Aid.		
Date:	04/21/2026	Meeting:	Committee of the Whole
Prepared by:	Chief Sam Hawley	Department:	Police Department

Overview/Background Information

On or near June 1st, 2026, the Roscoe Road bridge project is expected to begin, which will prevent vehicles, specifically police vehicles, from taking the most direct route connecting the east and west sides of the Village of Roscoe. Alternate routes will either be Hononegah Rd to the north or Ralston Rd to the south, each of which add significant time (approx. 15 minutes non-emergency response) when trying to reach the opposite side of the Village.

Key Issues

The aforementioned alternate routes, necessitated by the road closure introduces a substantial delay in response times for law enforcement personnel addressing both urgent emergency and less critical non-emergency calls. This protracted response window consequently creates a potentially perilous public safety issue, as every minute lost can escalate the severity of an incident, endanger individuals, or lead to increased property damage.

To mitigate these critical delays and enhance community safety, the implementation of the proposed Memorandum of Understanding (MOU) is crucial. Under this formal agreement, officers from the Rockton Police Department would be strategically dispatched to calls originating from the west side of Roscoe. This proactive measure would enable them to provide immediate and much-needed backup in volatile situations or, critically, to act as the initial officers on scene. In this capacity, they would be responsible for assessing the situation, securing the area, rendering preliminary aid, or de-escalating conflicts until Roscoe Police officers can navigate the longer routes and arrive to assume full command.

Furthermore, demonstrating the reciprocal nature and foresight embedded within this collaborative framework, the Roscoe Police Department would be called upon to offer similar assistance to the southeast area of Rockton. This specific provision is designed to address the anticipated challenges posed by the scheduled Route 75 bridge project in Rockton, a significant infrastructure undertaking slated to commence in 2027. During this period, which will undoubtedly involve major traffic disruptions and detours, Roscoe officers would provide vital support, acting as first responders or backup, thereby ensuring that residents in the affected Rockton quadrant continue to receive timely and effective police services despite the geographical impediments.

Fiscal Note/Budget Impact

The approval of this MOA would have no foreseeable negative fiscal or budgetary impact.

Prior Legislative Actions

N/A

Action Required/Recommendation

Recommendation to send to Village Board Meeting for vote.

Attachments

**MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE OF ROCKTON
AND THE VILLAGE OF ROSCOE FOR POLICE MUTUAL AID**

This Memorandum of Understanding (“MOU”) is entered into between the Village of Rockton, Illinois (“Rockton”) and the Village of Roscoe, Illinois (“Roscoe”) as of the date the last of them to sign this MOU (“Effective Date”). Rockton and Roscoe are at times referred to herein as a “Party” or collectively as the “Parties”.

RECITALS:

WHEREAS, Rockton and Roscoe each independently operate law enforcement departments which are charged with enforcing laws and protecting their citizens; and

WHEREAS, the Roscoe Road bridge will be closed for repairs for a significant period of time starting in approximately June of 2026, and shall remain closed until the repairs to the Roscoe Road bridge are complete, with completion anticipated in _____, 2026 (Roscoe Road Bridge Closure); and

WHEREAS, during the Roscoe Road Bridge Closure, the Roscoe Police Department anticipates experiencing delays in emergency response time to the Village of Roscoe Village limits on the west side of the Roscoe Road bridge;

WHEREAS, the Parties agree that in the event of a call for Roscoe police service to the West side of the Roscoe Road bridge during the bridge closure, that upon request by the Roscoe Police Department, the Rockton Police Department shall provide the initial response, and/or emergency backup (Mutual Aid) on the terms and conditions set forth herein; and

WHEREAS, the Blackhawk Road bridge will be closed for repairs for a significant period of time starting in approximately _____ of 2027, and shall remain closed until the repairs to the Blackhawk Road bridge are complete, with completion anticipated in _____, 2027 (Blackhawk Road Bridge Closure); and

WHEREAS, during the Blackhawk Road Bridge Closure, the Rockton Police Department anticipates experiencing delays in emergency response time to the Village of Rockton Village limits on the south side of the Blackhawk Road bridge;

WHEREAS, the Parties agree that in the event of a call for Rockton police service to the South side of the Blackhawk Road bridge during the bridge closure, that upon request by the Rockton Police Department, the Roscoe Police Department shall provide the initial response and/or emergency backup (Mutual Aid), on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein, and other valuable considerations, the receipt and sufficiency of which they acknowledge, the Parties agree as follows:

1. RECITALS: The above recitals are incorporated herein and made a part thereof.
2. AUTHORITY: The Parties enter into this Agreement in accordance with the authority vested in them by the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.
3. TERM: The Term of this MOU shall extend from the Effective Date to the Respective re-opening of the Roscoe Road bridge and the Blackhawk Road bridge.
4. INITIAL RESPONSE. Upon request to provide Mutual Aid , Roscoe and Rockton police officers shall only be required to provide the Mutual Aid if officers are not actively engaged in another call for service. Upon the arrival of the requesting officer, the initial responding officer shall turn the matter over to the requesting officer and will be permitted to leave the scene and return to their customary shift assignment, unless additional mutual aid assistance is requested by the requesting officer. Upon the reopening of the Roscoe Road bridge, the Roscoe Police Department shall no longer request the Rockton Police Department to provide Mutual Aid services under this Agreement. Upon the reopening of the Blackhawk Road bridge, the Rockton Police Department shall no longer request the Roscoe Police Department to provide Mutual Aid services under this Agreement.
5. POLICING AND MUTUAL AID AUTHORIZATION. The Parties hereby authorize the Rockton Police Department and the Roscoe Police Department to respond and provide Mutual Aid to the identified areas in each other's jurisdictions, described and attached hereto as Exhibit A and incorporated herein.
6. ARREST POWERS: The law enforcement officers of the Rockton Police Department and the Roscoe Police Department shall have the authority to act with all of the arrest and other police authorities of a law enforcement officer in the State of Illinois when requested to provide a first response as provided for herein.
7. OPERATIONAL/REPORTING PROCEDURES: Incident reports and/or supplemental reports shall be provided by the initial responding agency upon the request of the other agency, including, but not limited to, situations where an arrest is made; accidents occur (motor vehicle and/or personal injury); and/or use of force techniques are applied. Whenever possible, communications should be established between the Parties when responding to calls for service.
8. INDEMNIFICATION: To the fullest extent allowed by law, each Party shall defend, indemnify and hold harmless and defend the other Party and its officials, officers, departments, agencies, committees, board members, representatives, employees, agents, contractors and attorneys (collectively, "indemnified parties") against any and all liability, loss, claims, demands, adverse administrative law violations, rulings, or consequences, costs, damages, fines, forfeitures, penalties, expenses, of every kind and description, or damage to persons or property, arising out of or in connection with, or occurring during,

the course of this Agreement where such liability is founded upon or occurring out of, the acts or omissions of a party, its agents, assigns, or employees. Each Party agrees to protect itself under this indemnity agreement with the insurance coverages set forth in this Agreement. It is agreed by the Parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of any party of any immunity, notice requirements, liability limitation or other protection available under any applicable statute or other law.

9. **INSURANCE:** Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, and workers' compensation in accordance with the below stated policy amounts. Any officer of the Village of Roscoe Police Department or the Village of Rockton Police Department acting under this Agreement may not be considered, for liability purposes, as an employee or agent of the other Party's Police Department for their actions while in the other Party's jurisdiction regardless of the supervision or control of the officer's actions while within that jurisdiction.
- Comprehensive General Liability Insurance: An amount not less than \$1,000,000.00/occurrence, \$2,000,000.00/policy limit.
 - Automobile Liability Insurance: An amount not less than \$1,000,000.00 combined single limit. Said coverage is to be extended to cover hired or non-owned vehicles.
 - Umbrella or Excess Liability Insurance: An amount not less than \$2,000,000.00.
 - Workers' Compensation Insurance: An amount not less than statutorily required limits. Employer's liability in an amount not less than \$500,000.00 each accident, \$500,000.00 disease (policy limit) and \$500,000.00 disease (each employee).
10. **CRITICAL INCIDENT/OFFICER INVOLVED SHOOTINGS:** In the event that a critical incident or officer involved shooting occurs while assisting the other Party, the head of the law enforcement agency where the incident occurs shall choose which agency (or a third-party agency) will conduct the investigation. In any case, the investigating agency will work closely with the involved officer's police department to ensure compliance with the involved officer's agency's policies and procedures.
11. **TERMINATION OR MODIFICATION.** This Agreement may be terminated by either Party by giving the other Party 10 days' written notice of that Party's intent to terminate this Agreement. The notice shall state the effective date of termination and shall be mailed to the other Party at least 10 days prior to the date of termination as follows. Requests for deletions, additions, or modifications to this agreement must be in writing and signed by an authorized representative of the Party. Written requests for termination or modifications should be forwarded to the following:

To: Chief of Police
 Village of Rockton
 110 E. Main Street
 Rockton, IL 61072

