



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, July 15, 2025
[immediately following Village Board Meeting]

CALL TO ORDER**ROLL CALL****APPROVAL OF THE MINUTES**

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

PUBLIC COMMENT (limited to 3 minutes per speaker)**OLD BUSINESS**

- 2. Discussion and Recommendation of Hold Harmless Letter to the Masonic Lodge of Roscoe.**
- 3. Discussion and Recommendation of Subdivision Entrance Sign Design Selection for Chicory Ridge and Hawks Pointe**

NEW BUSINESS

- 4. Discussion and Recommendation** of approval of Anne Hanson attending the **Civic Symposium September 11-12, 2025**
- 5. Discussion and Recommendation** of approving **Hasting Asphalt Services INC** for the quoted amount of **\$9,819.70** for resurfacing of **Leland Park Tennis, Pickleball, and Basketball courts**.
- 6. Discussion and Recommendation** of approving **Metal Culverts INC.** for the quoted amount of **\$5,373.25** for the purchase of **Metal Culverts For Road Projects**.
- 7. Discussion and Recommendation of Operational Software and Program Solutions for Village Staff**

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, July 01, 2025

CALL TO ORDER

Trustee Wright called meeting to order at 7:53 pm.

ROLL CALL

PRESENT

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

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **June 17, 2025**.

Trustee Wright asked for a motion for the Approval of the Minutes for June 17, 2025.

Motion was made by Trustee Sima, second by Trustee Plock. Voting yes: Trustees Plock, Babcock, Broda, Mead, Sima, Wright 6-0-0.

PUBLIC COMMENT (limited to 3 minutes per speaker)

No Public Comments.

OLD BUSINESS

1. Discussion of **Subdivision Identification Signs** for the entrance of the **Chicory Ridge Subdivision & Hawks Pointe Subdivision**.

The Board discussed putting up four signs this year in Chicory Ridge and Hawks Point Subdivision. There are no set designs, but there were suggestions for Chicory Ridge to use a flower and for Hawks Point to use a Hawk.

Motion was made to send a formal letter to the homeowners in each subdivision.

Motion was made by Trustee Broda, second by Trustee Plock. Voting yes: Trustees Broda, Mead, Wright, Babcock, Sima, Plock 6-0-0.

2. Discussion of **use of public funds to paint over or remove the CRE8IV mural** at 10534 Main Street.

Trustee Wright asked if it would be possible to send a hold no harm letter that can be presented to the Masons. second if the Village could get some bids for the project.

Troy Taylor Supervisor Public Works Department stated that he has gotten 3 quotes for the removal of the Mural and suggests the second bid coming in at \$ 4357.00 which would consist in power washing, paint and primer 2 coats.

Tom Green stated that John from Create 815 stated that there is a VARA (Visual Artist Rights Act) which must be followed before removal.

Mr. Kurlinkus Village Administrator stated that the Village has the original agreement with the artist and Create 815, he believes it waives the artist rights.

3. **Discussion and Recommendation** of a professional services agreement with **Place Foundry, LLC** to provide **economic development consulting** services to the Village of Roscoe [On-Call Services].

Trustee Wright would like to have Place Foundry, LLC. bring a proposal for the three items (I 90, Main Street, Main Street Alliance).and the cost to be presented at the next Committee of the Whole meeting.

Trustee Wright made a motion to extend the contract with Place Foundry, LLC along with a scope of I90 until the end of the year December 31, 2025. Motion was second by Trustee Broda. Voting yes: Sima, Plock, Mead, Babcock, Wright, Broda 6-0-0.

NEW BUSINESS

4. Discussion of Elected Officials attendance at the **2025 IML Conference** in Chicago, IL

IML Conference will be held on September 18th through the 20th 2025. There are 3 Trustees that would like to attend this year. Mr. Kurlinkus stated they will adapt the agenda for the Board of Trustees.

5. Discuss and recommend a change to the **PPE policy for Parks/Public Works**

Troy Taylor Supervisor for Public Works Department stated that the full-time employees get an allowance once a year for PPE (Steel Toe Boots, Safety Glasses). He stated that there are 2 full-time/part-time employees that have worked two consecutive seasons that need a reimbursement which will be around \$350.00

Motion was made by Trustee Broda, second by Trustee Wright. Voting yes: Broda, Wright, Sima, Mead, Plock, Babcock 6-0-0.

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

No Presentations

EXECUTIVE SESSION (IF NECESSARY)

No Executive Session

ADJOURNMENT

Trustee Wright made a motion to Adjourn the meeting. second by Trustee Broda. Voting yes: Sima, Wright, Mead, Plock, Babcock, Broda 6-0-0.

Meeting Adjourned at 8:30 pm.









VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 4.

Agenda Item: Discussion of Civic Symposium Expenses

Date: July 15, 2025

Meeting: COTW

Prepared by: Anne Hanson

Department: Administration

Overview/Background Information

Civic Symposium is an annual conference held by Civic Systems, our current financial software distributor to discuss new product releases, train employees and discover how to fully utilize the current software.

I have attended this conference in the past with 2019 being the most recent conference that I attended. In addition to learning how to best utilize the current software applications for the Village's needs, there is an opportunity to learn about upgrades to current applications as well as new applications on the horizon. Since it's been 6 years, I would like to see what applications are newly available to the Village staff to begin preparing for the 2026 budget.

This year the annual conference will be September 11 – 12, 2025 in the Wisconsin Dells.

I added \$1,200 to the 2026 budget specifically for this conference. Expected costs are not to exceed \$620.00.

Attachments

Itemized Costs and Session Descriptions

25th Annual Symposium

Session Descriptions



Sessions have been broken down into five (5) different tracks – New User, Financial, Payroll, Utility Billing, and Miscellaneous. The following is a description of each session and the sessions being provided in all five (5) tracks.

Please note: All times are Central Standard Time (CST).

New User Sessions (Virtual)

We are providing a number of sessions to help the new employee who has not received formal training. These classes can also be a good review for those that have been using the software for some time. Each session will hit on more of the basics in each module. Please note that some of these sessions span two sessions.

General Ledger – New User

Monday, September 8, 8:30am – 10:00am (Virtual)

Accounts Payable – New User

Monday, September 8, 10:30am – 12:00pm (Virtual)

Payroll – New User (double session)

Monday, September 8, 12:30pm – 4:00pm (Virtual)

Utility Billing – New User (double session)

Tuesday, September 9, 8:30am – 12:00pm (Virtual)

Accounts Receivable – New User

Tuesday, September 9, 12:30pm – 2:00pm (Virtual)

IN-PERSON SESSIONS next page.

Session Descriptions



Financial Sessions (In-Person)

Bank Reconciliation

Thursday, September 11, 10:15am – 11:15am

This session is designed to assist with the details of the monthly bank reconciliation process including the bank reconciliation features. Learn how to reconcile receipts and disbursements, understanding adjustments, comparing the reconciled balance to the General ledger and proofing cleared totals to your bank statement.

miViewPoint Basics

Thursday, September 11, 11:30am – 12:30pm

Explore the options of getting data to your departments live with miViewpoint! This session will introduce you to the basic features of miViewPoint (General Ledger Account Lookup, Vendor Lookup, Utility Customer Lookup, Payroll Lookups and Reports). We will review the setup of users and groups.

Cash Allocations

Thursday, September 11, 1:45pm – 3:00pm

Discover the power and automation of pooled cash and cash allocations. This session will introduce you to what cash allocations are, the setup of cash allocation journal codes and troubleshooting cash allocation errors and out of balance amounts.

miViewPoint Accounts Receivable & Cash Receipting

Thursday, September 11, 3:15pm – 4:15pm

Learn how to allow multiple departments to enter receipts and accounts receivable invoice remotely! This session will introduce you to the cash receipting and accounts receivable capabilities within miViewpoint including entry, inquiry and reports.

miExcel/Civic Connect

Thursday, September 11, 3:15pm – 4:15pm

Learn how to get the most out of our powerful miExcel/Civic Connect add-in to enhance the functionality of General Ledger and Accounts Payable. Learn how it can help you with financial reporting and budgeting by using our custom Excel functions. In addition, learn how to import journal entries, budgets, invoices, and manual checks.

Budgeting

Friday, September 12, 8:30am – 9:30am

Review and explore the budgeting features in the General Ledger. This class will assist you in preparing and tracking budgets. We will cover topics such as entering your budget into the General Ledger, import your budget from Excel, budget journals, and monitoring the budget. In addition, we will review tools available in miViewPoint for departments to enter their budgets.

Session Descriptions



Financial Sessions (In-Person) (cont)

Year End Accounts Payable & General Ledger

Friday, September 12, 9:45am – 10:45am

Take the stress out of the year end process; start preparing now! This session will preview the year end steps for both Accounts Payable and General Ledger. We will review the timelines and processes of the steps to allow you to be best prepared for year end, including 1099s, registering for federal and state websites, cash versus accrual, year end reports and closing year end.

Journal Entries

Friday, September 12, 11:00am – 12:00pm

Learn the different ways to enter journal entries. We will review entering a journal entry manually, importing, setting up journal entry templates, how to handle recurring journal entries, routing a journal entry for approval, attaching supporting documentation for the journal entry and more. In addition, we will review journal codes and when you should use them.

miViewPoint Accounts Payable

Friday, September 12, 11:00am – 12:00pm

Discover how to route invoices through an electronic approval process with electronic copies of your invoices. We will walk through the process of entering, editing and approving invoices. We will show you how departments can request new vendors be set up. We will walk through the setup of the approval workflows.

Payroll Sessions (In-Person)

Pay Codes and Calculations

Thursday, September 11, 10:15am – 11:15am

This session will review the basic setup of a pay code. We will cover the different settings and how these settings control how a pay code calculates and allocates to the general ledger. We will cover each tab including how the Used In Calculations and Used For Calculation tabs work. In addition, we will cover incorporating leave rates, how to add pay codes to an employee, and how to customize these pay codes at the employee level. We will touch on custom calculations for pay codes like garnishments, longevity etc.

Payroll Reporting

Thursday, September 11, 11:30am – 12:30pm

Learn how to get the most out of canned reports and the report writer within Payroll. This session will explore using the powerful reporting tools that are available such as exporting reports to Excel, adding or removing columns on a canned report, and utilizing the report writer to create reports from scratch. In addition, we will cover the federal and state electronic filing for taxes, retirement, and SUTA.

Session Descriptions



Payroll Sessions (In-Person) (cont)

Managing Employee Records

Thursday, September 11, 11:30am – 12:30pm

This session will review maintaining employee information such as pay codes, leave time, limits, positions, and more. In addition, we will cover how to add from scratch or copy from an existing employee, how to properly terminate an employee, how to update pay rates/schedules, an overview of date fields, and employee allocations. Finally, we will review attachments and user-defined fields.

Payroll General Troubleshooting

Thursday, September 11, 1:45pm – 3:00pm

This session will cover common questions regarding processing payroll. Learn how to use multiple pay rates, handle payrolls crossing multiple fiscal years, handling an employee that doesn't start on the first step in a leave schedule, calculating checks more than once, employees that were missed on the payroll, how to handle checkout errors, and much more.

Leave Time

Thursday, September 11, 12: 3:15pm – 4:15pm

Learn how Leave Time works within Payroll. We will cover how to setup accrual schedules to accommodate how and when leave is accrued for your employees. In addition, we will cover manual adjustments to leave, leave payouts, and how we link leave to tasks in miPay.

Troubleshooting miPayOnline with Open Enrollment

Friday, September 12, 8:30am – 9:30am

This session will cover how you can provide access to payroll checks and W-2's to your employees online or through the miPay mobile app. We will cover common questions such as reusing an email address, resending welcome email, not able to see my W-2, how to use announcements and how to require acknowledgement, and much more. Finally, we will cover the capabilities of open enrollment for benefits through miPay.

miExcel Payroll

Friday, September 12, 9:45am – 10:45am

Learn how to get the most out of our powerful miExcel/Civic Connect add-in to enhance the functionality of Payroll. Learn how it can help you with enhanced reporting using our custom Excel functions. In addition, learn how to import timesheets, deductions changes, hourly rates, and more.

Troubleshooting miTime

Friday, September 12, 9:45am – 10:45am

Learn how to have employees enter their time into miTime for supervisors to approve. We will review common questions such as how to handle holidays that impact cut-off times, making corrections once a timesheet is approved, how to record time without paying it, approve time when employee/supervisor doesn't, downloading time more than once, and much more.

Session Descriptions



Year End Payroll

Friday, September 12, 11:00am – 12:00pm

Take the stress out of the year end process; start preparing now! This session will preview the year end steps for Payroll. We will review the timelines and processes of the steps to allow you to be best prepared for year end, balancing reports, reviewing pay codes and employees, registering for Federal and State websites, processing W-2s.

Utility Billing Sessions (In-Person)

Managing Customer Records I

Thursday, September 11, 10:15am – 11:15am

This session will review collecting deposits, refunding deposits through Check on Demand, adjustments and reallocating credit service balances. Learn how to stop a billing service, change a customer number, setup equal pay/budget customers and fix checkout errors.

Managing Customer Records II

Thursday, September 11, 11:30am – 12:30pm

This session is a continuation of Customer Records I. In addition, we will cover the new delinquent notice process, energy assistance and deleting inactive customers.

NSF Checks/Payment Adjustment Options

Thursday, September 11, 1:45pm – 3:00

Learn the three different ways to process NSF checks and the implications for the General Ledger. Review all the Payment Adjustment options and what the general ledger entries need to be done to keep the Utility Cash Clearing account balanced.

Service Orders

Thursday, September 11, 3:15pm – 4:15pm

The Service Orders module assists with better communication with the meter department and provides you with the ability to track what is being done at a service location or with a meter. We will also be reviewing our updated remote service order mobile application. In addition, we will cover Maintenance Orders and how public works can log and track those non-utility tasks that need to be completed like fixing a pothole or cutting fallen tree. Join us for an overview of how this module can help your office be more efficient and effective.

Citizen Portal Utility Payments

Friday, September 12, 8:30am – 9:30am

Get paid faster! Learn how to use Citizen Portal to send utility bills to customers electronically and allow customers to pay online without creating more work for you. We will explore additional electronic ways to communicate with your customers (via mass emails or text messages).

Session Descriptions



Utility Billing Sessions (In-Person) (cont)

Meter Management

Friday, September 12, 8:30am – 9:30am

We will review the timing of meter change out entry, modify meters, setting up multiple meters and other meter management activities. In addition, we will review action codes, reading codes and information for electronic reading, and importing meter change outs from miExcel.

Utility Billing Reporting and Report Writer

Friday, September 12, 9:45am – 10:45am

Learn how to get the most out of canned reports and report writer in Utility Billing. This session will explore using the powerful reporting tools that are available, such as exporting reports to Excel, adding or removing columns, filtering your report using selection criteria, and changing the report order of your report. We will also review the Utility Billing reporting capabilities of miExcel. Also, learn how to utilize the report writer wizard to quickly create and generate custom reports from scratch.

Tax Certification

Friday, September 12, 11:00am – 12:00pm

This class will review the Tax Certification process including going through the setup of the tax certification program, creating your customer letters, applying the penalty, sending the information to the tax district, and creating the entry in the General Ledger.

Miscellaneous Sessions (In-Person)

Reporting – All Modules

Thursday, September 11, 10:15am – 11:15am

Learn how to get the most out of the canned reports in Connect. This session will explore using the powerful reporting tools that are available, such as exporting reports to Excel/PDF, adding or removing columns, filtering your report using selection criteria, and changing the report order of your report.

Cash Receipting

Thursday, September 11, 10:15am – 11:15am

Cash Receipting efficiently records daily payments, transfers, and deposits for cash, checks, and credit cards. This session will review category and distribution setup along with payment types, recording NSF's, and balancing your cash drawer. It will also encompass daily deposits and online payments with respect to reconciling these to your bank statement. Finally, we will cover the new cash receipting capabilities within miViewPoint.

Citizen Portal Accounts Receivable

Thursday, September 11, 11:30am – 12:30pm

Get paid faster! Learn how to use Citizen Portal to send invoices to customers electronically and allow customers to pay online without creating more work for you. We will explore how customers can see their invoice balances and pay for miscellaneous payment options.

Session Descriptions



Miscellaneous Sessions (In-Person) (cont)

Tips and Tricks – All Modules

Thursday September 11, 1:45pm – 3:00pm

Join us if you need a refresher or want to learn fun tips and tricks related to the Connect software. We will walk through customizing your environment including modifying the steps checklist, setting up favorites, using split screens, and using zoom. We will cover modifying search screens, print from inquiry, deleting history, creating user-defined fields and much more.

Report Writer All Modules (Duplicate Session)

Thursday, September 11, 1:45pm – 3:00pm

This session will walk through how to utilize the report writer wizard to quickly create and generate custom reports from scratch. We will review the table order (assisted by the wizard), selection criteria, report order, report sections and columns

Citizen Portal Building Permits

Thursday, September 11, 3:15pm – 4:15pm

Learn how to easily process building permits, manage inspections, import and update property information from electronic files, and record and track information based on each permit type. In addition, learn how the Citizen Portal can be used to allow citizens to apply for and manage their permits, pay for permits and how you can create custom forms for use in the portal.

Forms – All Modules

Friday, September 12, 8:30am – 9:30am

This session will walk through how access forms within Connect and how to perform simple edits. We will review new and old forms designer and some of the great new features that can help you like QR codes!

Citizen Portal – Interactive Web Forms

Friday, September 12, 9:45am – 10:45am

Learn about Citizen Portal General Module and how you can use this to allow citizens to pay for items (outside of Utility Management, Accounts Receivable and Business License) like vehicle stickers, garbage stickers, taxes, etc. We will walk through how you can control which items can be processed, how to setup forms and accept payments.

Report Writer All Modules (Duplicate Session)

Friday, September 12, 11:00am – 12:00pm

This session will walk through how to utilize the report writer wizard to quickly create and generate custom reports from scratch. We will review the table order (assisted by the wizard), selection criteria, report order, report sections and columns

2025 Civic Symposium					
Wisconsin Dells					
Septmeber 11 & 12, 2025					
Conference Registration		\$270.00			
Mileage 100 mi @.70		\$70.00			
Mileage 100 mi @.70		\$70.00			
Hotel incl tax and resort fee		\$155.00			
Per Diem					
Day 1		\$51.00			
breakfast provided		-\$16.00			
lunch provided		-\$19.00			
Day 2		\$51.00			
breakfast provided		-\$16.00			
		\$616.00			

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 5.

Agenda Item: Leland Park Court Resurfacing

Date: 07/15/2025

Meeting: Committee Of the Whole

Prepared by: Troy Taylor

Department: Public Works

Overview/Background Information

This capital improvement is for resurfacing the tennis, pickleball, and basketball courts at Leland Park. These courts have not been resurfaced in a while and are starting to get lots of cracks in them, which is a safety concern. These cracks will only get bigger from holding water in them and then freezing and thawing over the winter months. The tennis and pickleball court are sun faded, and it is hard to see the court layout. The basketball court was never sealed, and the court layout is faded and not correct.

Staff reached out to companies for quotes to resurface (fill in the cracks, seal/paint, and layout of courts) and talked with the Rockford Park District to see who they use for all their court resurfacing projects. Staff received back 3 quotes and a couple of emails from companies not interested. The quotes range from \$9,819.70, Hastings Asphalt Services INC, Who the Park District Uses to \$99,115, Sport Court, which is a tile that is laid on top of the asphalt that has the court layout on it.

Staff are recommending Hastings Asphalt Services INC, which is the lowest bid of \$9,819.70 for the resurfacing of the Leland Park courts.

Key Issues

- These courts are not in the best condition and will only get worse when the cracks get bigger from the freeze-thaw months of winter.
- These courts are faded, and it is hard to see the layout for the sport you are playing.
- Safety concerns with the cracks in the playing surface.

Fiscal Note/Budget Impact

The capital project is budgeted for in the 2025 budget and is under budget.

Prior Legislative Actions

First hearing at the Committee of The Whole.

Action Required/Recommendation

Committee approval to send to the Village Board for approval Hasting Asphalt Services INC, with the lowest bid of \$9,819.70.

Attachments

Item # 5.

-Pictures of the courts

-Quotes





HASTINGS

ASPHALT SERVICES INC
P.O. Box 87, Harvard, IL 60033
Phone (815) 648-9099 • Fax (815) 648-9069
www.hastingsasphaltservices.com

Service Proposal

Please remit signed contract to:
P.O. Box 87, Harvard, IL 60033
Or Fax to 815-648-9069

4/11/2025

Company Name Village of Roscoe	Payment Terms Due on receipt	Date of Inspection 10/11/24	Date of Contract	Representative Dan
First Name Troy	Last Name Taylor	Email Address pwfrontdesk@villageofroscoe.com	Fax #	
Billing Address 10631 Main St	Billing City, State, Zip Roscoe, IL 61073-8564	Phone (815) 877-0746	Alternate Name and Phone	
Job Name Vlg of Roscoe - 5770 Harrison St - 71440	Job Address 5770 Harrison St	Job City, State Roscoe, IL		

Previously Sealed: Yes / No

Deterioration Stage: 5 / 7

Crack Fill Approx. Ft. 520

Paving Approx. Sq. Ft. n/a

Sealcoat Approx. Sq. Ft 7270

Item	Quantity	Rate	Amount
Sealcoating Application (basketball court)	2970	\$0.170	\$504.90
Commercial Hot Rubber Crack Fill (basketball court)	70	\$1.890	\$132.30
Application of Colored Sealcoat--2 coats always recommended--Price is per coat--50% Non Refundable deposit is required for all colored sealcoat jobs.	4300	\$1.600	\$6,880.00
Crack routing (tennis / pickleball court)	450	\$0.600	\$270.00
Commercial Hot Rubber Crack Fill (tennis / pickleball court)	450	\$1.890	\$850.50
Restripe existing Full Basketball Court	1	\$380.000	\$380.00
Restripe existing Full Tennis Court	1	\$380.000	\$380.00
Restripe existing Full Pickleball Court	1	\$380.000	\$380.00
Crack routing (Basketball Court)	70	\$0.600	\$42.00

ONE-YEAR WARRANTY

Hastings guarantees all materials and workmanship, except that is applied to cracks, for a period of one year from the date of completion provided Hastings has been made aware within 30 days from date of service. This does not include base damage incurred by expansion, contraction, shifting of earth or any other natural causes.

***** Due to unpredictable weather, sealcoat is not warrantied if applied after October 15. *****

Job Description and Instructions

ASPHALT SEALCOATING: (see picture)

1. Clean all asphalt surfaces with high power blowers & steel brooms.
2. Pre-treat all oil, gas & chemical spots to ensure proper bonding of sealer.
3. Route, and seal all major cracks with hot applied rubberized crackfiller. Spider web type cracks in deteriorated areas are not included.
4. Apply one coat federally specified, commercial grade and environmentally friendly premium emulsion pavement sealer with polymer additives, and silica sand to increase durability and reduce dry time (basketball court gets black sealcoat) (tennis court gets blue and green sealcoat)
5. Re-stripe all pavement markings in area to be sealed including 1 white full basketball court striping, 1 white tennis court and 1 white pickle ball court.
6. Job is to be done in one mobilization. Additional mobilizations will require an additional charge. (Sunday work requests will be at a \$750.00 upcharge premium)
7. Rope / flag off work area. Stakes and flagging to be removed by others.
8. Prevailing wages are to be paid to all workers on this job. Failure to adhere to the prevailing wage act for any public works project is a Class B misdemeanor.

Balance to be paid in full upon completion of proposed work.

TOTAL PRICE

Total Due: \$9,819.70

An optional, 2nd coat of sealer can be applied for an additional \$ n/a



Service Proposal

Please remit signed contract to:
 P.O. Box 87, Harvard, IL 60033
 Or Fax to 815-648-9069

4/11/2025

Purchaser shall pay upon demand all Hastings costs, charges and expenses including reasonable fees of attorneys, agents and others retained by Hastings, incurred in enforcing any of the obligations of the Purchaser under this contract or in any litigation, negotiation or transaction in which Hastings shall, without fault, become involved through or on account of this contract. Returned checks will result in a \$50.00 fee plus the original amount of the check. Payment recieved after 30 days of completion is subject to a \$29.00 late fee or 1.5% per month of the total bill - whichever is higher.

Residential customers are asked to pay in full at time of service or a \$10.00 processing fee will be added to invoice.

PURCHASER WILL OBTAIN ANY NECESSARY PERMITS PRIOR TO THE START OF THE JOB.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Should I decide to cancel this contract for any reason, I will be subject to a 30% cancellation fee.

I understand prices are good for 45 days from date of inspection.

Signature: _____ Date: _____
 Purchaser or Responsible Party

Signature: _____ Date: _____
 Hastings Asphalt Services Inc Representative

PROJECT PROPOSAL

Leland Park Project
Roscoe, IL



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Professional Track and Tennis
 A Division of Pro Track and Tennis, Inc. A NE Corporation
 800.498.4395 - www.protrackandtennis.com

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ref.0035c

PROPOSED SYSTEM

RESURFACE ASPHALT BASED TENNIS COURT

Pro Track and Tennis, Inc. proposes to install the following:

1. **OPTION #1: Install NOVA Sports Color Coating System to one (1) tennis court. Areas needed will be patched and cracks filled. Includes striping one (1) pickleball court. NOTE: No guarantee that all negative drainage/low lying areas can be eliminated.**
2. **OPTION #2: Riteway Crack Repair System. 5 yr. warranty. 1,300 LF.**

Note: If you recolor the courts again with us within (5) five years, we will extend your Riteway warranty for another (5) five years.

The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.



Professional Track and Tennis
A Division of Pro Track and Tennis, Inc. A NE Corporation
800.498.4395 - www.protrackandtennis.com

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ref.0035c

PART 1: GENERAL

1.01 RELATED DOCUMENTS:

- A. If Architectural or Engineering specifications and or drawings are involved those specifications will take precedence over the following where noted and determined suitable for the project.

1.02 SUMMARY:

- A. Pro Track and Tennis, Inc. shall furnish all materials, labor, tools, and equipment necessary for the installation of the NOVA Sports Color Coating system to the tennis court.
- B. The court(s) will be laid out for game lines according to the USTA.

1.03 GOVERNING BODIES:

- A. Codes and standards will follow the current guidelines set forth by the (USTA) United States Tennis Association and The (ASBA) American Sports Builders Association tennis court construction manual will be the reference source for all guidelines for construction.

1.04 SUBMITTALS:

- A. One copy of the color coating manufacturer's product specification sheet.
- B. One surface color sample. See attached with this Proposal.
- C. One copy of the Material Safety Data Sheets (MSDS) for each product to be used.
- D. One copy of the certificate that Pro Track and Tennis, Inc. is a member of the American Sports Builders Association in good standing



Professional Track and Tennis
A Division of Pro Track and Tennis, Inc. A NE Corporation
800.498.4395 - www.protrackandtennis.com

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ref.0035c

PART 2: OWNER'S PRECONSTRUCTION RESPONSIBILITIES

2.01 APPARATUS REMOVAL:

- A. All athletic equipment should be removed and or moved out of the way of the areas to be worked on. Items such as bleachers, nets, divider nets, benches, etc.
- B. Any other items that are sitting on the surface to be coated that are not permanent fixtures.

2.02 GROUNDSKEEPING:

- A. All edges of surface areas to be worked on should be treated as needed to kill all weeds. This should include weeds in cracks in the surface also. Applications should be repeated as needed to assure that the vegetation is killed off.
- B. Drainage issues should be addressed. If there are visible drainage problems where dirt and debris are deposited onto the court surface during a rain this should be addressed prior to the work starting.
- C. Severe leaching of weeds and sod/soil encroachment should be cut back and removed prior to Pro Track and Tennis beginning work. It sometimes takes days for the surface to dry out prior to being able to work on the surface.
- D. Any deposits of caked on dirt must be removed and cleaned. Built up dirt can trap moisture and may take days to completely dry out after cleaning and washing of the surface area.
- E. Sprinklers should be shut off four days prior to Pro Track and Tennis's arrival. The sprinklers can be run as long as the heads are adjusted not to spray water onto the court. Wind blowing water onto the court should be taken into consideration.
- F. We recommend that the area around the court be mowed prior to our arrival. This will keep grass from blowing onto the courts while the color coating is going down.
- G. Fertilizing turf adjacent to the court surface is strictly prohibited. Fertilizer will damage and discolor the court surface.



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H. The owner must provide a water source within 100' feet of the work area.

2.03 SECURITY:

- A. We recommend that the staff at the owner's site be notified of the dates the court(s) will be closed. Especially gym classes, tennis lessons, practices and tennis matches that may use the courts during the renovation period.
- B. The community should be notified, if feasible, to deter attempts to enter the work area during installation.
- C. The work area should be secured as best as possible by locking all gates that will not be used and placing signage warning of the court(s) being closed during renovation.
- D. It is the responsibility of the owner to secure the work area and to keep all unauthorized persons from entering the court area Pro Track and Tennis is not responsible for damage caused by trespassers.

The successful and timely completion of your court renovation project relies on your cooperation. We thank you in advance for your commitment to the important items listed above.



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PART 3: PRODUCTS

3.01 COLOR COATING APPLICATION:

- A. The acrylic color coating shall be the NOVA Sports 100% acrylic color coating system specifically designed for installing on concrete and asphalt substrates.
- B. The color coating material will have silica sand added to it for the desired speed of play.
- C. Note: Unless otherwise specified, the speed of play will be medium. Fast and slow speeds can be installed at the owner's request.
- D. See attached spec sheets for details and coverage rates.

3.02 SYSTEM COMPONENTS:

- A. VEGETATION STERILANT: (Roundup or equal) shall be used to control vegetation along edges and in cracks as needed.
- B. LATEX BASED CRACK SEALANT: NOVA Sports 100% latex Crack Flex shall be used on the smaller surface cracks as determined by the lead technician.
- C. PATCHING MATERIAL: NOVA Sports 100% acrylic latex patch binder shall be used to fill bird baths and other imperfections. It will be used for irregularities that need to be filled or evened out and smoothed over. This product also will be used to fill very large thermo and structural cracks.
- D. Note: The above crack sealers will be used as determined by the lead technician. All or just one may be used per job surface conditions, weather and temperatures.
- E. LATEX PRIMER: NOVA Sports concrete primer will be used to prime bare concrete both old and new prior to applying any color coating.
- F. NOVA SPORTS ACRYLIC FILL: The acrylic resurfacer is used to prime, level and create a uniform surface to apply the color coating to. It also will black out the courts to hide color bleed through if colors are going to be changed.



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- G. NOVA SPORTS COLORING SYSTEM: NOVA Sports color coating is a 100% acrylic concentrate designed specifically for color coating sport courts both indoor and outdoor. The concentrate is diluted with potable water and sand is added for texture and the desired speed of play.
- H. NOVA SPORTS LINE SHARP: Line sharp is used to seal the tape down prior to applying line paint. The product is clear in color. This helps to prevent bleed through.
- I. NOVA SPORTS LINE PAINT: Line paint is 100% latex heavy-duty paint specifically designed for striping game lines on a colored surface.



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PART 4: SYSTEM INSTALLATION PROCESS

4.01 QUALITY ASSURANCE:

- A. The owner should have one designated person who all communication will go through during the course of the project.
- B. Pre-construction meeting. A meeting will be held on the court prior to any work beginning. The lead technician will go over the scope of work with the owner and answer any questions. The owner will be required to sign off on a production sheet attesting to the fact that this meeting took place.
- C. The owner's representative will be contacted daily by the lead technician to give a progress report.
- D. Post-construction meeting. A meeting will be held after the work has been installed. A production sign off sheet will be reviewed with the owner at which time the owner will approve the project by signing off on the production sheet and evaluating our performance.

4.02 VEGETATION:

- A. Vegetation will be trimmed if needed on all edges to receive the color coat surfacing.
- B. Please refer to PART 2 item 2.2.

4.03 CLEANING:

- A. The entire surface area to be coated will be blown off using high-pressure wind machines.
- B. Any areas that need additional attention will be wire brushed as needed.

The entire court surface will be power washed with 4000psi pressure and a special designed walk behind spinner head that deep cleans and scarifies the surface to give a 100% mechanical bond for the new coatings.



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4.04 CRACK SEALING:

- A. Cracks will be cleaned as needed using high-pressure air and water.
- B. Major cracks will be filled with a combination of products as determined by the field technician.
- C. Please see PART 3, 3.2, C and E for clarification of the different crack sealers.
- D. Note: Cracks are not guaranteed to not reappear and open back up. Cracks will open back up and can open slightly prior to leaving the job site. Only if you use the armor system are cracks warranted. New cracks that may form are not covered by warranty.
- E. OPTIONAL – RITEWAY CRACK REPAIR SYSTEM. Five year warranty on system.

4.05 REPAIR OF LOW SPOTS:

- A. An acrylic patch binder, “patching primer” will be used to prime low areas.
- B. All areas needing patched will have an acrylic patch binder mix applied.
- C. The patched areas will be sanded prior to color coating.
- D. Note: There is no guarantee that all low spots can be totally eliminated. However, Pro Track and Tennis, Inc. will do everything possible to attain a level court. Negative drainage will not be eliminated. No attempt will be made to correct planarity issues.

4.06 ACRYLIC RESURFACER:

- A. One (1) coat of NOVA Sports 100% acrylic fill will be applied over the entire surface.
- B. Silica sand will be added to the coat at a 60-80 mesh.



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4.07 COLOR COATING:

- A. Two (2) coats of NOVA SPORTS fortified, 100% acrylic color coating will be applied.
- B. The color coat will be applied perpendicular to the primer coat.
- C. Sample color sheet of choices is attached.
- D. A fortified mixture will be used for the common area to withstand the water vapor and high traffic wear.
- E. The product used by Pro Track and Tennis, Inc. contains no asphalt emulsions or asbestos.

4.08 LINE STRIPING:

- A. The courts will be laid out for striping according to the U.S. Tennis Association.
- B. Textured white line paint will be used.

4.09 JOB SITE CLEAN-UP:

- A. The court area will be left “play” ready.
- B. All job related debris will be cleaned up and disposed of properly.
- C. All unused material will be removed from the job site and recycled.



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PART 5: WARRANTY

Pro Track and Tennis, Inc. warrants its labor and materials for a period of two (2) years from the date of completion of work on any tennis court. There is a five (5) year warranty on the Riteway Crack Repair System. All work performed by Pro Track and Tennis, Inc. is warranted against peeling, chipping and flaking under normal use. Pro Track and Tennis, Inc. further warrants that any paint applied during the striping on any tennis court will not flake or peel for a period of two (2) years from the date application is completed.

Customer acknowledges that they are aware that Pro Track and Tennis, Inc. is not responsible for defects, cracks, patches or uneven surfaces in the substrate which is being resurfaced by Pro Track and Tennis, Inc. Pro Track and Tennis, Inc. does not warrant that existing cracks or patches in existing substrate surfaces will not open or continue to increase in size. Pro Track and Tennis, Inc. shall not warrant nor be in anyway be responsible for peeling of paint or damage to any surface caused by failure of customer to keep the surface free of debris, vegetation or dirt and shall further not be responsible for damage to painted surfaces or any other actions caused by the customer. Pro Track and Tennis, Inc. does not warrant separation of the coatings from the concrete base where the base lacks a vapor barrier. Lack of a vapor barrier can cause moisture to be retained under the coating, which will eventually result in lack of adhesion to the surface. Pro Track and Tennis, Inc. does not warrant separation of the coating or bubbling of the coating when moisture is present due to passing from below an asphalt or concrete base.

In the event of any claims arising under this Warranty, damages incurred by the customer shall be limited to such repairs to be performed by Pro Track and Tennis, Inc. as are necessary to remedy any defects. Pro Track and Tennis, Inc. hereby agrees to perform any such repairs (weather permitting) promptly, after written notification of such claim from customer. Pro Track and Tennis, Inc. shall not be liable for any breach of any express or implied warranty except where expressly prohibited by applicable law.



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ACCEPTANCE OF PROPOSAL

This proposal is valid for 60 days from June 25, 2025.

Pro Track and Tennis, Inc. proposes to furnish labor and material and equipment complete in accordance with the specifications in this proposal for the sum of:

Please initial the appropriate boxes below to designate acceptance of the following options.

☐

OPTION #1:

Color Coat One (1) Tennis Court

Twenty-nine thousand, three hundred dollars

\$29,300.00

☐

OPTION #2: Add to Option #1

Riteway Crack Repair System- 1,300 LF

Thirty-one thousand, two hundred dollars

\$31,200.00

Due to current market conditions, all prices subject to surcharge before date of install

Payment to be made as follows:

A down payment of 40% is due upon acceptance of proposal. The remaining balance is due on the day the job is complete and accepted by the owner.

Acceptance

The above price, specifications and conditions found in this proposal are satisfactory and are hereby accepted. Pro Track and Tennis, Inc. is authorized to do the work as specified. Payment will be made as outlined.

Signature

Signature

Print

Date

Print

Date

Leland Park Project-Roscoe, IL

Pro Track and Tennis, Inc.

After signing, please return to Pro Track and Tennis, Inc.



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747 Church Road #G10, Elmhurst, IL 60126 Office 630-350-8652

SITE VISIT SALES QUOTE

Submitted By: Ed Kemp, 312-802-2058

Submitted To:

Chris Roskopp / Christine King

Village of Roscoe

10631 Main St

Roscoe, IL 61073

815-289-3843 roskopp1213@gmail.com815-877-0746 pwfrontdesk@roscoeil.gov

October 30, 2024 – Updated 4/10/25

Project Location:

Tennis/Basketball Court Resurfacing

Leland Park

5770 Harrison Street, Roscoe, IL 61073

This quote is submitted with adherence to the criteria established by agreement with Sourcewell for all services noted in the scope of work.

- Vendor Name/Number: Connor Sport Court #060518-CSC
- Member Name/Number: Village of Roscoe #98106

Scope of Work:

- Resurfacing of tennis court sized 42' x 99.34' and basketball court sized 44' x 64.83'
- All delivered and installed

TENNIS & PICKLEBALL COURT

Sport Court SPORT COURT PICKLEBALL Playing Surface (4,172 sf)

\$60,790.

SPORT COURT PICKLEBALL modular high-impact 100% virgin polypropylene 0.5" thickness suspended overlay system, engineered exclusively for pickleball and tennis featuring proprietary material composition to optimize ball performance, advanced formula UV stabilizers, and superior wet/dry traction for the safest game-play court experience. Installed over existing repaired asphalt surface, colors to be selected. Includes game line striping for one tennis court and one pickleball court, colors tbd. 15-year warranty. **THE OFFICIAL MODULAR COURT SURFACE OF USA PICKLEBALL.** Includes power washing of court footprint, blowing out all cracks of loose debris, repair of cracks, leveling of qualifying bird baths, reducing profiles around existing equipment piers. Includes one full surface application of black resurfacer coating to seal repairs and top layer of asphalt. Finished court to have beveled security edge reducer installed around perimeter.

BASKETBALL COURT

Sport Court POWERGAME PLUS Performance Modular Surface (2,816 sf)

\$38,325.

POWERGAME PLUS advanced performance modular overlay system, engineered for recreational and competitive multi-sport game play while maximizing safety, featuring superior shock absorption & force reduction, with advanced UV protection. High-impact 100% virgin polypropylene, 12" x 12" x 0.75" size, installed over existing repaired asphalt surface, colors tbd. Includes game line striping, colors tbd. Finished court to have beveled security edge reducer installed around perimeter. Includes power washing of court footprint, blowing out all cracks of loose debris, repair of cracks, leveling of qualifying bird baths, reducing profiles around existing equipment piers. Includes one full surface application of black resurfacer coating to seal repairs and top layer of asphalt. Finished court to have beveled security edge reducer installed around perimeter.

TOTAL COST OF PROJECT SCOPE \$99,115.

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the quoted amounts listed above. This proposal does not include any special site preparation except as noted above. Should you not agree or feel that anything is missing, please contact Ed Kemp for possible corrections or adjustments. Owner to supply water and dumpster for installation waste. Does not include tear out or install of any equipment or fencing unless specifically noted. Prior to the scheduled installation, customer will ensure that the area where the work will occur is sufficiently clear of all materials/belongings and is not occupied by other trades doing work. All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, including availability of materials to complete the project.

This proposal subject to acceptance within 21 days and is void thereafter at the option of the undersigned. Payment to be made as follows: Half down to order materials and start project, remainder due upon completion. A monthly interest fee of 2% may be applied to any unpaid balances if final balance payment is not received at time of completion.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED BY _____ TITLE _____ DATE _____

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 6.

Agenda Item: Metal Culverts for Road Projects

Date: 07/15/2025

Meeting: Committee Of the Whole

Prepared by: Troy Taylor

Department: Public Works

Overview/Background Information

This agenda request is for the purchase of metal culvert pipe for four different road projects in the Village. Staff have found four different areas where the culvert pipe is rusting out and starting to collapse. This will lead to road failure.

Staff have reached out to 3 different companies that supply culvert pipes and have only received one back. Metal Culverts, Inc was the only company to give the Village a quote. The other company said they use Metal Culverts, Inc, for their supplier, and the last company, even though I emailed a couple times, never supplied the Village with a quote.

Staff are requesting to waive the 3-quote policy and approve the quote from Metal Culverts, Inc with the quoted amount of \$5,373.25, because Public Works needs to start these projects before the weather turns.

Key Issues

-Time sensitive, need to get these pipes ordered

Fiscal Note/Budget Impact

These culvert projects were budgeted for in the 2025 budget.

Prior Legislative Actions

First hearing at the committee Of the Whole

Action Required/Recommendation

Committee Of the Whole approval to send to the Village Board staff recommendation of Metal Culverts, Inc with

Attachments

-Quote from Metal Culverts, Inc



Metal Culverts, Inc.
728 Heisigner Rd PO Box 330
Jefferson City MO 65102
(573) 636-7312
(573) 634-8729 (Fax)

Quote

#QUO957

Customer:

Village of Roscoe, IL
P.O. Box 283
Roscoe IL 61073

Attn:

Troy Taylor

Job & Location

Galv CMP Pricing
Roscoe, Winnebago County, IL

Inquiry Date: 5/22/2025

Bid Date:

Sales Rep		Territory		Job Type	Quoted By		Availability	
Bret C Mathews		T1-IL		Courtney E Crum				
Qty.	Diam	Ga.	Length	Description	Rate	UOM	Amount	
2	12	16	24	RIVETED GALV 12" DIA 16 GA 24' 2.66	14.25	LF	\$688.80	
2	15	16	24	RIVETED GALV 15" DIA 16 GA 24' 2.66	17.90	LF	\$868.80	
1	18	16	10	RIVETED GALV 18" DIA 16 GA 10' 2.66	23.70	LF	\$247.00	
4	21	16	24	RIVETED GALV 21" DIA 16 GA 24' 2.66	24.60	LF	\$2,390.40	
2				12" Galv Flared End Section	85.15	EA	\$170.30	
2				15" Galv Flared End Section	105.75	EA	\$211.50	
1				18" Galv Flared End Section	137.05	EA	\$137.05	
4				21" Galv Flared End Section	164.85	EA	\$659.40	
Notes:						total	\$5,373.25	



QUO957



Metal Culverts, Inc.
728 Heisigner Rd PO Box 330
Jefferson City MO 65102
(573) 636-7312
(573) 634-8729 (Fax)

Quote

#QUO957

Terms: Net 30

Taxes: Without Proper Exemption, Sales Tax will be Applied.

Delivery: F.O.B. Jobsite.

Connecting Bands: Included in the Above Price.

THIS QUOTE IS SUBJECT TO ACCEPTANCE WITHIN 30 DAYS; AND TO ALL OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS QUOTE WHICH ARE A PART HEREOF. METAL CULVERTS INC RESERVES THE RIGHT TO ESCALTE PRICES OR WITHDRAW IF THESE TERMS ARE NOT ACCEPTED AS STATED.

THIS IS OUR BEST ESTIMATE OF QUANTITIES AND MATERIALS, CONTRACTOR TO VERIFY UNITS PRIOR TO LETTING.

SPECIAL ORDER ITEMS, FABRICATION AND PERFERATED PIPE ARE NON-REFUNDABLE.

THIS QUOTE IS FOR THE ABOVE QUNAITITES. IF ANY ADDITIONAL QUANTITIES FOR THIS CONTRACT ARE REQUIRED, THE PURCHASER IS REQUIRED TO PROCURE A NEW QUOTE FOR THOSE ADDITIONAL QUANTITIES.

Date accepted _____, subject to and including all of said terms and conditions on the reverse side. Final acceptance and approval of price terms and other is reserved to Corporate Office.

Buyer

Authorized by: _____

Phone: _____

Requested Delivery Date: _____

*TERMS: Standard Price Terms are Net 30 Unless Otherwise Agreed Upon and Approved.
INTEREST: The Lesser of 1-1/2% per month or maximum amount of interest allowed by law.

METAL CULVERTS INC.

By

Bret Mathews
Sales Representative

Phone (Sales Rep) _____

(Office) _____

Final Authorization _____

Director of Sales, Metal Culverts, Inc



QUO957



Metal Culverts, Inc.
728 Heisigner Rd PO Box 330
Jefferson City MO 65102
(573) 636-7312
(573) 634-8729 (Fax)

Quote

#QUO957

TERMS AND CONDITIONS

1. Any quotation by Seller is merely an invitation for an offer from potential customers. All resulting customer offers (orders) are thus subject to acceptance at Seller's General Office at Jefferson City, Missouri before a contract is formed. All orders shall be construed under and governed by the laws of the State of Missouri. In all actions between Buyer and Seller the venue shall be in the county of Seller's principal place of business. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL CUSTOMER OFFERS (ORDERS) RESULTING HEREFROM MUST INCLUDE ALL TERMS AND CONDITIONS PRINTED HEREON. Buyer's assent to these terms and conditions shall be conclusively presumed from Buyer's receipt of this form without prompt written objection thereto or from acceptance by Buyer of all or any part of the goods offered. In the interpretation of this proposal, the Terms and Provisions of the Current Edition of the American Association of State Highway and Transportation Officials (A.A.S.H.T.O) shall apply except as otherwise provided.
2. Unless otherwise agreed, payment shall be made by Buyer on the 10th of each month for the value of materials and/or labor furnished during the previous month and all payments shall be payable to Seller at Jefferson City, Missouri. Payments made after the 10th of each month shall, at Seller's option, bear interest at the rate of 14% per month. In any event, full payment is due within 30 days of invoice date. Seller reserves the right to stop delivery on any contract if payment terms are not met in the time specified, or a maximum of 45 days from invoice date. The above terms of payment assume that Buyer has a favorable credit standing, and if investigations should indicate otherwise or if at any time there are unfavorable developments which, in the sole judgment of Seller, affect Buyer's credit rating, or the status of Buyer's account, Seller may require new terms of payment before proceeding further with this contract. Acceptance by Seller of less than full payment shall not be a waiver of any or Seller's rights, Production, Shipment, and deliveries are at all times subject to approval of Seller's Credit Division, and Seller may at any time refuse to manufacture or ship if Buyer fails to fulfill the terms and conditions of payment or fails to provide security satisfactory to Seller's Credit Division.
3. Prices set forth herein are binding on Seller only for a period of 30 days from the date of this quotation. All prices at the end of the 30 days shall be subject to review by Seller. No allowance will be made for labor, repairs, or alterations, performed by Buyer shall pay all applicable Federal, State or Local taxes B Sales, Use or Excise taxes (by way of illustrations, not limitation). Cash discounts, if any, apply only to the cost of the merchandise, not taxes or delivery charges. No discount will be allowed if full prices is not paid after the date established under terms.
4. Unless otherwise agreed to in writing by Seller, Buyer hereby agrees to take delivery of the materials within thirty (30) days after the wanted date set forth in this contract. In the event that Buyer does not arrange to take delivery of the materials in accordance with this contract, Seller, at Seller's Option, may: (a) invoice Buyer for the materials less freight if applicable; store the material in Seller's yard for a period not to exceed sixty (5) days from the date of invoices: charge a storage fee not to exceed 5% per month or fraction thereof of the selling price of the stored materials; all any applicable price increases listed on the face of the order; charge for any repair work to protective coating if harmed by weathering while such materials is being stored; and charge applicable freight when shipment to Buyer is made. Materials remaining in storage after sixty (60) days from the invoice date shall become the property of Seller for disposition at Seller's discretion. In that event, Buyer shall not be liable for the Invoice price of the materials, but shall be liable for the storage fee and any repair work to protective coatings; or (b) cancel the order and invoice Buyer for cancellation charges, which shall be 25% of the selling price of the materials if the materials are standard, in stock materials, or the full selling prices if the materials are specials or nonstandard in nature and were especially fabricated for Buyer.
5. There are no warranties hereunder, whether expressed or implied (including, but not by way of limitations, any implied warranty of merchantability, and implied warranty of fitness for purpose, and any warranties under the Uniform Commercial Code), except that all goods described on Seller's acknowledgment of Buyer's purchase order or on Seller's quotation form will be manufactured in accordance with the specifications there indicated subject to Seller's standard manufacturing variations. Seller warrants title to and freedom from encumbrance of the products sold hereunder. SELLER MAKES NO OTHER WARRANTY AND ALL IMPLIED WARRANTIES WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY SELLER AND EXCLUDED FROM THIS AGREEMENT.
6. Unless Buyer accepts delivery at Seller's plant or other agreed point, risk of loss or title to all merchandise ordered shall pass to Buyer upon delivery point of said merchandise. Delivery shall be deemed completed when said merchandise, loaded on the delivery vehicles, reaches the designated delivery point or as close thereto as the vehicle operator deems safe and practicable for loaded motor trucks and trailers operating under their own power. However, Buyer will unload all special items at Buyer's own risk and expense, if Buyer accepts delivery at Seller's plant or other agreed point, risk of loss or title passes when loaded on Buyer's or Buyer's agent's vehicle.
7. Claims respecting the condition of goods, compliance with specifications, any other matter affecting the goods, and any action by Buyer under this contract must be made promptly by Buyer, but in no event later than ninth (90) days after receipt of the goods by Buyer or if not goods are delivered within six (6) months after the cause of action accrues. Buyer should be aside, protect and hold such goods without further processing until Seller has an opportunity to inspect such goods and advise Buyer of the disposition if any, to be made of such goods. No goods, in any event shall be returned without first securing the authority of Seller. No allowance will be made to Buyer for materials or labor involved in the movement of rejected goods from the plant of Buyer.
8. If any goods should arrive at Buyer's Destination in a damaged condition or should a shortage exist, the damage of shortage shall immediately be reported to the delivery carrier and Seller. In case of damaged goods a joint inspection of the loaded car, truck or barge shall be arranged with representatives of the carrier and Seller. Where the carrier's equipment cannot be held for inspection, the materials shall be unloaded protected and held for joint inspection. Before unloading, the alleged damage or shortage shall be noted on the carrier's delivery receipt and signed by the carrier's agent.
9. Any losses occasioned by shortage or damage in transit shall be from the account of Buyer.
10. Seller's liability hereunder shall be limited to the obligation to replace products proven to have failed to meet the inspection or to have been defective in quality or workmanship at the time of delivery (f.o.b. point), or allow credit therefore, at Seller's option. Seller shall NOT have any liability for any damages in connection herewith on the products to be delivered hereunder, in an amount exceeding the purchase price of the products sold hereunder. In no event shall Seller have any liability for commercial loss, claims for labor, cost profits, or incidental, indirect or consequential damages of any other type, if it is expressly agreed that Buyer's remedies expressed in this paragraph are Buyer's exclusive remedies.
11. In no event shall Seller be liable for any claims for labor or for any direct, incidental, indirect, or consequential or any other damages resulting from failure or delay in delivery. NO delivery dates are guaranteed. Buyer's sole and exclusive remedy for failure or delay in delivery is to cancel this order, which cancellation shall be promptly communicated in writing to Seller. Any such cancellation shall not affect Buyer's obligation to pay for goods which are not part of Seller's standard inventory and which were acquired or manufactured prior to notice of cancellation.
12. Seller shall use all reasonable efforts to comply with Buyer's request as to method of transportation, but Seller reserves the right, if such method of transportation is not available to use an alternate method of transportation, whether or not at a higher rate, in any such case, Seller shall notify Buyer of any such changes as promptly as possible.
13. It is expressly understood that any technical advice furnished by Seller with respect to the use of its goods or services is given without charge, and Seller assumes no obligations of liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk. Buyer hereby agrees to hold harmless Seller and indemnify Seller against any failure of Buyer to follow instructions from Seller as to use, applications, handling, installation or preparation of any goods, product or merchandise delivered by Seller.
14. Seller will not be liable for any delay in performance resulting in whole or in part from fires, floods, or other catastrophes; unusually severe weather conditions: strikes, lockouts or labor disruptions: wars, riots or embargo delays: mill conditions: shortages of transportation or other equipment, fuel, labor or materials: epidemics or pandemic; government orders, mandates or regulations, including but not limited to shut-down orders: or any other circumstances or causes, whether similar or dissimilar, beyond the control of Seller in the reasonable conduct of its business.
15. Buyer hereby authorizes Seller to credit toward the payment of any monies that may become due Seller hereunder, any sums which may now or hereafter be owed to Buyer or owed to any subsidiary or other affiliate of Buyer from Seller or from any subsidiary or affiliate of Seller.
16. Buyer cannot cancel or modify purchase orders or hold up releases after the product is in process, except with Seller's consent. Any such action shall be subject to conditions then agreed upon, but in all events Buyer shall pay Seller the sum of the following: (1) the contract prices for all products which have been completed prior to terminations; (2) the cost to Seller of the material or work in process as shown on the books of Seller in accordance with the accounting practice consistently maintained by Seller plus a reasonable profit thereon, but in no event more than the contract price; (3) the cost for Seller's plant of materials and supplies acquired especially for the purpose of performing this contract; and (4) reasonable cancellation charges, if any paid by Seller on account of any commitments(s) made hereunder.
17. Merchandise not a part of Seller's standard inventory, when manufactured specifically for Buyer, is the sole property of buyer and shall not be returned without Seller's prior written consent.
18. Waiver by Seller of any breach of any of the terms and conditions of this agreement shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right arising from any default of Buyer under this agreement shall not be deemed to be a waiver of such right, which may be exercised at any subsequent time.
19. Unless otherwise specifically provided for herein, agreement does not include any provision for liquidated damages liability or penalties, or the cost of any required inspection, test, or bond.
20. This agreement shall not be assigned by Buyer without first securing the prior written approval of Seller.
21. Any terms and conditions of a purchase order or other instrument issued by Buyer, in connection with the subject matter of this document, which are in addition to or inconsistent with the terms and conditions expressed herein, will not be binding on Seller in any manner whatsoever unless accepted by Seller in Writing.
22. To the full extent allowed by law, in the event Seller engages any attorney to collect amounts due Seller from Buyer, Buyer agrees that Seller shall be entitled to collect all reasonable attorney's fees and costs incurred by Seller in attempting to collect such amounts, including but not limited to pre-trial attorney fees and cost, attorney fees for trial, trial costs and expenses, expert fees, witness fees, and other out-of-pocket costs.
23. This Agreement shall be governed by the laws of the State of Missouri (without references to any conflicts of laws rules which might otherwise require reference to the laws of any other jurisdiction).



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