



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, March 03, 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 **February 17, 2026.**

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

- 2. Discussion & Recommendation** of Bridge Street Parking Lot Repairs and Settlement Agreement

NEW BUSINESS

- 3.** Discussion and Recommendation of a **Special Event Permit** for **Hits DJ Cruise Nights & Car Shows at Mary's Market.** Event to be held: 4th Tuesday of the month, May-September from 5pm-8pm at 4866 Bluestem Road
- 4.** Discussion and Recommendation of **Entering into a Membership** with **Illinois Public Works Mutual Aid Network (IPWMAN)**
- 5.** Discussion and Recommendation regarding **Stateline Fastpitch Softball's 2026 Payment Installment Request**
- 6.** **Discussion and Recommendation** of entering into an **agreement with Fehr Graham & Associates** to create **legal descriptions for subdivision signage** easements in Hawks Pointe and Chicory Ridge.
- 7. Discussion and Recommendation** of amendments to Ordinance No. 2025-25, amending Chapter 22, Article I, Sec. 2-121 relating to the Village Administrator.
[Agenda item by: Trustee Sima]

8. Discussion & Recommendation of Monthly Financial Report from Treasurer
[Agenda item by: Trustee Wright]

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, February 17, 2026

CALL TO ORDER

ROLL CALL

PRESENT

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

New Board of Trustee Member Molly Butz

ABSENT

Trustee John Broda

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **February 03, 2026**.

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

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

PUBLIC COMMENT (limited to 3 minutes per speaker)

Allan Barmore discusses how Rogers Ready Mix zoning and mining expansion would bring excavation activity to within 200 feet of his backyard, removing the buffer that was originally promised when the mine was first approved. He explains that his home directly borders the east side of the site and that residents like him were not notified of the zoning request, unlike past county processes where mailed notices were standard. He emphasizes that the buffer was created to protect existing homes-homes that were there long before mining began- and that eliminating it goes against the intent of the original agreement.

He also raises concerns about the 16-foot berm behind his home, which he says is poorly maintained and significantly taller than berms on other sides of the property. He worries that new excavation will create additional overburden and could raise the berm even higher unless the company explains where the material will go. Barmore describes experiencing dust, sand drift, noise, and equipment activity on the

berm, and he urges trustees to consider silica exposure risks. While acknowledging Rogers Ready Mix had generally been a good neighbor, he asks the board to address berm height, dust control, and long-term health impacts before approving the request.

OLD BUSINESS

NEW BUSINESS

- 1. Discussion and Recommendation of a **Special Event Permit** for the **Roscoe Community Market** to be held at the Liberty Lot twice monthly from May through September from 11am – 3pm.

Stacy Moore with Stateline Events has done the Roscoe Community Market for a couple of years at Louie's Tap House. It has become to constrained due to volleyball leagues and limited parking, prompting her to work with village staff to find a better site. The Liberty Lot offers more space, better visibility, and room for growth, and Moore has already secured interest from small businesses, bakers, crafters, and two food trucks. She expects 15-20 vendors and roughly 40-50 attendees, and she highlights her strong social media reach and existing vendor base to support the event's success. Trustees note her effective community engagement and promotional work, and they discuss logistics such as signage food truck orientation, and encouraging foot traffic toward grassy area.

Operational details were reviewed in advance with police, fire, and public works, all of whom approved the plan. Parking will use nearby lots, food trucks will face inward toward the park for safety, and picnic benches may be added to support seating. Vendors generally do not required power, and generators would be used only of needed. President Gustafson confirms that all concerns-traffic flow, safety, parking, and event layout- were addressed through prior staff meetings. With no outstanding issues.

Trustee Sima makes a motion to send to the board, second by Trustee Wright. Voting yes: Trustees Babcock, Sima, Mead, Butz, Wright 5-0-0.

- 2. Discussion and Recommendation for Approval for a **Map Amendment from the UT: Urban Transitional District to the IG: General Industrial District** for a portion of a property commonly known as **14165 North 2nd Street (PIN: 04-09-300-001)**. Applicant **VCNA Prairie LLC (Rogers Ready Mix)**

ZBA Recommends approval voting 6-0-0 on February 11, 2026

Hillary Rottman from Vandewalle explains that mining and mineral extraction are not allowed in the UT district, so Rogers Ready Mix is requesting a rezoning to IG to legally expand their mining area. She outlines that the request is paired with a special use permit because the company wants to enlarge the approved mining zone, revised the reclamation plan, an extend the life of the mine from 2045 to 2095. Hillary notes that the previous owner over mined the northern portion of the property, making the originally planned residential development no longer feasible, The Zoning Board of Appeals already reviewed the request and recommended approval 6-0.

Tim Kenny General Manager from Rogers Ready Mix acknowledges they inherited several issues when they purchased the site in May of 2025. He explains that a reserve analysis showed

enough sand and gravel to justify 50 more years of mining, which is why they are seeking the extension to 2095. He clarifies that the previous owner mined to far north, making home construction impossible due to unstable soils and a 50-foot elevation difference between grade and water level. Tim outlines their revised reclamation plan, which would convert the site into a public recreational lake with walking paths, parking, and a pavilion in the distant future. He also addresses berm concerns, stating that the berm behind the homes was built before Rogers took over and needs to be graded, vegetated, and planted with trees, but will not be raised higher because overburden will be placed back into the pit. He commits to dust control using water trucks and emphasizes their desire to remain good neighbors.

Tim reinforces that Rogers wants to maintain a good reputation and avoid conflicts with neighbors. He notes that the company is inspected regularly by MSHA and will comply with new silica-dust regulations. He stresses that the processing plant will not move closer to the homes; only the excavation face will shift over time. He also explains that the company operates like a family business and takes complaints seriously, highlighting that long-term community relationships matter for future zoning and operations.

Trustee Sima acknowledge the communication gap between county, township, and village jurisdictions, which may explain why residents were not notified. He emphasizes the importance of good-neighbor relations and express appreciation that Rogers and the residents are willing to meet and discuss concerns.

Trustee Mead asked a question about berm height, dust control, long-term reclamation, and Trustee Wright asked about the timeline for mining near the residential boundary. Trustee Sima noted that the proposed recreational end-use could be a community benefit but stress the need for ongoing communication and mitigation of impacts on nearby homes.

Trustee Sima made a motion to move to the board, second by Trustee Wright. Voting yes: Trustees Sima, Babcock, Mead, Wright, Butz 5-0-0.

- 3. Discussion and Recommendation for Approval for a **Special Use Permit Amendment** for the property commonly known as **14165 North 2nd Street & XXX Prairie Hill Road (PIN: 04-09-300-001 & 04-09-300-006)**. Applicant VCNA Prairie LLC (Rogers Ready Mix)

Staff report and additional applicable attachments can be found under Map Amendment item.

ZBA Recommends approval voting 6-0-0 on February 11, 2026

- 4. Discussion and Recommendation for Approval for **Text Amendments** revising the Village of Roscoe Code of Ordinances **Section 15-11, Architectural review of Chapter 150 and Sections 15-436, Commercial permitted uses, 15-460, Industrial permitted uses, 15-492, Special district bulk standards, 15-493, Special district permitted uses, 15-522, Fence regulations, 15-549, Food trucks, 15-553, Mobile home parks, 15-560, Data centers, 15-619, Off-street parking requirements, 15-690, Permitted sign types, 15-691, Standards for permanent signs, 15-692, Standards for temporary signs, and 15-752, Definitions of Chapter 155** of the Village Code of Ordinances.

ZBA Recommends approval voting 6-0-0 on February 11, 2026

Hillary Rottman explains the text amendments revising the Village of Roscoe Code of Ordinances is a comprehensive cleanup and modernization of the zoning code. It removes outdated or conflicting language, replaces old terms like architectural review with the correct design review, and fixes inconsistencies such as mislabeled zoning districts. It also updates permitted and special use lists across several districts, so the code better reflects how the village actually regulates businesses today. Smaller corrections such as adjusting fence rules, clarifying food-truck language, updating sign regulations for the Main Street Districts, and fixing parking standards- ensure the code is clearer, more consistent, and easier for staff and applicants to use.

The most significant update is the creation of a new land-use category for data centers, which previously had no formal definition in the code. The amendment defines what a data center is, restricts it to the heavy industrial district as a special use, and requires applicants to provide detailed information on water demand, electrical load, drainage, lighting, and fiber infrastructure. This gives the village stronger control over high-utility demand facilities and prepare Roscoe for modern development pressures. The Zoning Board of Appeals reviewed the full amendment package and recommended approval.

Trustee Sima makes a motion to move to the board, second by Trustee Wright. Voting yes: Trustees Butz, Sima, Babcock, Mead, Wright 5-0-0.

5. Discussion and Recommendation of Allegiance flag supply for the quoted amount of **\$6,455.00** for **55 sets of American Pole Flags** for Main Street.

Troy Taylor Public Works Supervisor explains that the request for 55 additional American flagpole sets is a continuation of the 34 sets purchased the previous fall, bringing the total to 89. He notes that this will allow Public Works to line all of Mian Street down to Elevator Road, as well as the Harrison Street Parade route around the cemetery. Troy emphasizes that the new sets replace the Village's old fiberglass poles, which are cracking and deteriorating, with wooden poles equipped with spinner mechanisms that prevent flags from tangling in the wind. He highlights that the new flags will present a clearer, more durable, and more uniform appearance-especially important with Memorial Day approaching.

Trustee Babcock made a motion to move to the board, second by Trustee Sima. Voting yes: Trustees Sima, Mead, Wright, Butz, Babcock 5-0-0.

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

Trustee Wright asked for a motion to Adjourn the meeting.

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

Meeting Adjourned at 7:36 pm.

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item #2.

Agenda Item:	Review and recommendation of approval of a Settlement Agreement and Release		
Date:	February 12, 2026	Meeting:	Village Board DATE: 2/17/2026
Prepared by:	Attorney Tom Green	Department:	Legal

Overview/Background Information

The Village, on June 27, 2024, contracted for the design and construction of a parking lot and outdoor community space at 5466 Bridge Street. The parking lot includes shade trellis/canopies for parking as part of the project. In May of 2025, a structural failure of the shade trellis/canopy occurred. The attached partial Settlement Agreement will release funds for reconstruction and completion of the project.

Key Issues

The Settlement Agreement expressly excludes from the release claims any additional cost to remove and replace the concrete foundations (and any and all site restoration costs associated therewith), should a GPRS scan determine that the rebar within has been damaged beyond utility, and/or if the structural steel testing of the bolt anchors and welds fail (“Reserved Claims”).

Fiscal Note/Budget Impact

None

Prior Legislative Actions

A proposal for services to construct the project was accepted by the Village Board on June 27, 2024.

Action Required/Recommendation

Resolution 2026-R7, authorizing the execution of the Settlement Agreement and Release is presented and recommended for approval.

Attachments

Resolution 2026-R7
Settlement Agreement and Release

**VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2026-R08**

**A RESOLUTION OF THE VILLAGE OF ROSCOE, WINNEBAGO COUNTY,
ILLINOIS, APPROVING AND AUTHORIZING THE EXECUTION OF A
SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, by Proposal for Services accepted by the Village of Roscoe (“Village”) on June 27, 2024, Place Foundry Design, PLLC (“PFD”) agreed to provide design and engineer services for the construction of a parking lot and outdoor community space located at 5466 Bridge Street, Roscoe, IL (the “Project”).

WHEREAS, on May 26, 2025, a structural failure of the shade trellis being erected at the Project occurred.

WHEREAS, the Village has alleged that the structural failure of the shade trellis was a result of design deficiencies in the plans prepared by PFD.

WHEREAS, the Village of Roscoe, Illinois (“Village”), desires to enter into a Settlement Agreement and Release with Place Foundry Design, PLLC to provide for settlement and resolution of the current claim against PFD; and

WHEREAS, the Village President and Board of Trustees find that it is in the best interests of the Village and its residents to execute this Settlement Agreement and Release between the Village and PFD;

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

SECTION ONE: The foregoing recitals are incorporated herein as findings of the Board of Trustees of the Village of Roscoe.

SECTION TWO: The Village President is authorized to execute the Settlement Agreement and Release attached hereto, with Place Foundry Design, PLLC, or an Agreement in substantially similar form.

SECTION THREE: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

2026-R7				
1st Read:				
PASSED BY ROLL CALL VOTE ON:				
NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee John Broda				
Trustee Dayne Mead				
Trustee Michael Sima				
Trustee Michael Wright				
Trustee Molly Butz				
President Carol A. Gustafson				

APPROVED _____ **2026**

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Release”) is made as of the ____ day of _____, 2026 by and between Village of Roscoe, Illinois (the “Village”) and Place Foundry Design, PLLC (“PFD”). The Village and PFD are hereafter referred to collectively as the “Parties” and may be individually referenced as a “Party.”

Recitals

- A. **WHEREAS**, by Proposal for Services accepted by the Village on June 27, 2024, PFD agreed to provide design and engineer services for the construction of a parking lot and outdoor community space located at 5466 Bridge Street, Roscoe, IL (the “Project”).
- B. **WHEREAS**, on May 26, 2025, a structural failure of the shade trellis being erected at the Project occurred.
- C. **WHEREAS**, by correspondence to PFD dated July 31, 2025, the Village alleges that the structural failure of the shade trellis was result of design deficiencies in the plans prepared by PFD. The Village demands that PFD take corrective action to allow for the completion of the Project (the “Claims”).
- D. **WHEREAS**, Stenstrom Excavation & Blacktop has prepared an estimate dated August 1, 2025, for the costs of the response following the May 26, 2025 collapse, as well as materials and further work required pursuant to the updated structural details for the shade trellis revised July 10, 2025 (the “Remediation Work”). Also included in the Remediation Work is Virgilio & Associates, Ltd.’s invoice no 178, the August 20, 2025 proposal from Geocon Professional Services, and the RP Rents, LLC invoice dated 6/27/2025.
- E. **WHEREAS**, without making any admissions of liability or wrongdoing whatsoever, the Village and PFD each wish to resolve the Claims by settlement.

Terms and Conditions

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intended to be legally bound, agree as follows:

1. **Consideration.** PFD agrees to pay or cause to be paid to the Village one hundred forty-five thousand, eight hundred ninety-nine dollars and 55/100 (\$145,899.55). A check or electronic payment shall be made payable to the Village of Roscoe, Illinois within thirty (30) days of the Effective Date. Payment is contingent upon receipt of a properly completed W-9 by the Village and verified payment instructions.

2. **Effective Date.** The latest date on which this Release is executed by any of the Parties shall be the Effective Date of the Agreement.
3. **Release and Waiver.** In exchange for the consideration described herein, each of the Parties and each of their owners, subsidiaries, partners, employees, representatives, insurers, heirs, assigns, executors, administrators, and any other agents forever release, acquit and discharge the other Parties and their owners, subsidiaries, affiliated corporations and entities, trustees, shareholders, officers, directors, predecessors, successors, partners, employees, representatives, insurers, heirs, assigns, executors, administrators, and any other agents from any and all rights, claims, demands, actions, causes of action, liabilities, damages, compensation, fees, costs, or other claims whatsoever, past and future, in law or in equity, fixed or contingent, known or unknown, suspected or unsuspected, which they may have or claim to have, at any time heretofore has had, or may claim to have in the future, arising out of or related to the Claims as more fully described in the Recitals set forth above (the “Released Claims”). Expressly excluded from the Released Claims are additional costs to remove and replace the concrete foundations (and any and all site restoration costs associated therewith), should a GPRS scan determine that the rebar within has been damaged beyond utility and/or if the structural steel testing of the bolt anchors and welds fail (“Reserved Claims”).
4. **Reserved Claims.** Nothing in this Release should be construed as admission or denial of the need for additional costs described in the Reserved Claims.
5. **Confidentiality.** To the fullest extent permitted by law, and except as expressly provided for herein, the terms of this Release, but not the fact of the settlement, are and shall be held strictly confidential and shall not be disclosed to any party not a signatory hereof, except such terms may be disclosed (1) to attorneys, insurers, tax advisers, and financial advisers of the Parties, or any governmental agency, (2) if ordered by a Court of competent jurisdiction, or (3) as otherwise required by law.
6. **Construction of the Agreement.** This Release shall be construed as though mutually drafted and not against any Party because that party drafted the Release.
7. **Representations and Warranties.** The Parties declare that they have read this Release and understand and know the contents thereof, and each person executing this Release represents and warrants that he or she is empowered to do so and hereby binds the respective Party. Each of the Parties further represents and warrants (1) that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action which are the subject matter hereof, and (2) that it has not sold, assigned, transferred,

conveyed, or otherwise disposed of any such claims, demands, obligations, or causes of action.

- 8. **Binding Agreement.** It is agreed that this Release shall be binding upon and inure to the benefit of the heirs, executors, trustees, shareholders, administrators, representatives, successors, insurers, reinsurers, assigns, agents, employees, contractors, governing bodies, and members of the respective Parties.
- 9. **Entire Agreement.** This Release constitutes the entire agreement between the Parties here to with respect to the resolution of the Released Claims.
- 10. **Governing Law.** This Agreement is intended to be construed pursuant to the laws of the State of Illinois.
- 11. **Multiple Counterparts.** This Release may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed when taken together shall constitute one agreement, notwithstanding that the Parties may not be signatories to the same counterpart. This Release and its counterparts may be delivered by email, and such copies shall be binding and deemed original for purposes of implementation and enforcement.
- 12. **Severability.** If any of the provisions, terms or clauses of this Release are declared illegal, unenforceable, or ineffective in a legal forum, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms and clauses of the Agreement shall remain valid and binding upon all parties.

IN WITNESS WHEREOF, the undersigned, having read the foregoing, fully understanding it and agreeing to the terms, have execute the Release on the dates indicated below

VILLAGE OF ROSCOE, ILLINOIS.

PLACE FOUNDRY DESIGN, PLLC.

Print Name: _____

Title: _____

Date: _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 3.

Agenda Item:	Discussion and Recommendation of a Special Event Permit for Hits DJ Cruise Nights & Car Shows at Mary's Market . Event to be held: 4 th Tuesday of the month, May-September from 5pm-8pm		
Date:	2/20/2026	Meeting:	COTW 3/3/2026
Prepared by:	Janel Reidinger	Department:	Permits and Licensing

Overview/Background Information

Event Name: Hits DJ Cruise Nights & Car Shows at Mary's Market
Location: 4866 Bluestem Road, Mary's Market
Dates: 4th Tuesday of each month – May 26, June 23, July 28, August 25, September 22
Time: 5:00 p.m. – 8:00 p.m.

Mary's Market is requesting approval to host monthly Cruise Nights during the summer months. The event will feature:

- Classic and specialty vehicles displayed in the parking lot
- Music provided by DJ Joe Locke (mobile DJ setup)
- Outdoor beverage service (non-alcoholic and alcoholic)

The event is intended to serve as a community-oriented gathering and to increase patronage to the restaurant during evening hours.

Key Issues

Parking Configuration

- Cruise vehicle parking will be located on the west side of the building.
- The east side of the parking lot will remain open for spectators and general circulation.
- Directional signage will guide vehicles to designated parking areas.
- "No Alcohol Beyond This Point" signage will be posted.
- DJ setup will be located in the parking lot with speakers oriented away from nearby residential properties to minimize noise impacts.

Food and Beverage Service

- Food and beverage will be available inside the cafe.
- A beverage table will be located outside the patio area.
- Offerings include soda, water, beer, and wine.
- All beverages will be served in plastic or paper cups with Mary's Market logo branding.
- No glass containers will be permitted in the parking lot.
- Alcohol service will be provided by BASSET-trained and registered servers.
- IDs will be checked at point of sale.
- Mary's Market holds a valid Village of Roscoe Class A Liquor License.

Fiscal Note/Budget Impact

N/A

Prior Legislative Actions

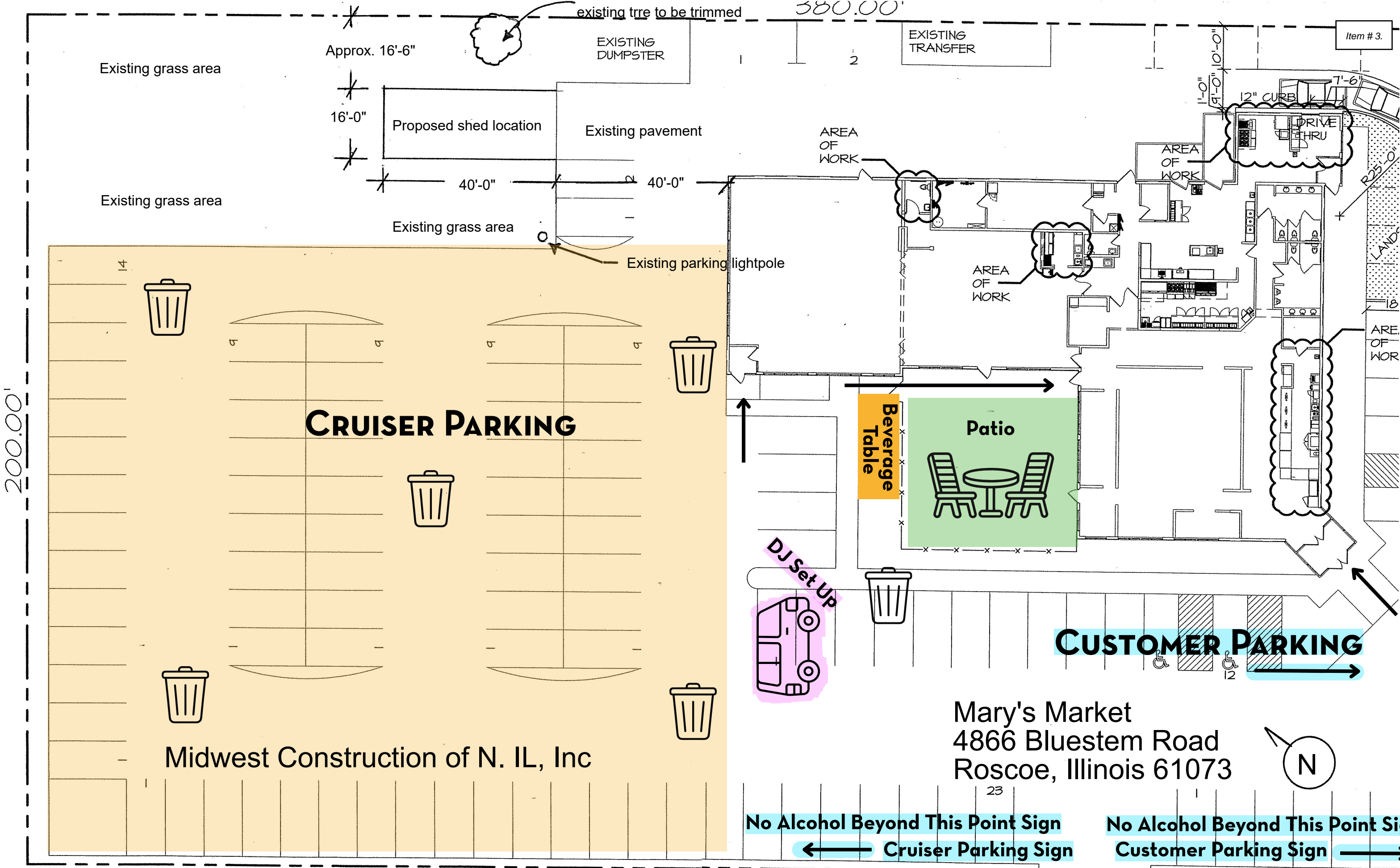
None

Action Required/Recommendation

Approval of Special Event Permit

Attachments

Special Event Permit Application
Site Plan



Scale approx. 1" = 20'-0"

Special Event
Application Form

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

Assembly Block Party Neighborhood Garage Sale

Name of the Event and Sponsoring Organization:

HITS DJ Cruise Nights and Car Shows at Mary's Market

Nature of Event:

Car Show, Music, Food - Fun Community Event

Location of Event: Mary's Market - Roscoe Projected Attendance: 100

Address of Organizer: 4600 Billestem Rd Phone Number: 815-316-9939

Event Date(s): 5/26, 6/23, 7/28, 8/25, 9/22

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

Setup/Assembly Date: 5/26 Start Time: 4pm am/pm

Dismantle Date: 5/26, 6/23, 7/28, 8/25, 9/22 am/pm Completion Time: 8:45pm am/pm

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

Mary's Market will be hosting a cruise night w/ Joe Locke once a month from May - September. Joe will DJ the event - our cafe will be open for food and beverage purchases.

Will this event require use of fireworks?

Yes No

Will this event require street closures

Yes No

Will alcohol be served?

Yes No

Will signage be posted?

Yes No

Will food be served?

Yes No

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

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

Special Event
Application Form

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

Name: Joe Locke Phone Number: [REDACTED]
Email: [REDACTED]

Additional Comments:
Roscoe GM - Ramiro Carracho ramiro@marysmarket.com

Applicant Signature:
[REDACTED]

Date:
2/12/20

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

OFFICIAL USE ONLY

Date Filed: 2-13-20

Village Administrator: _____ Date: _____
Signature

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

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

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

Receipt _____

Special Event
Site Plan Exhibit

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

Event Site Plan: *Attached Drawing*

Special Event
Hold Harmless Agreement

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

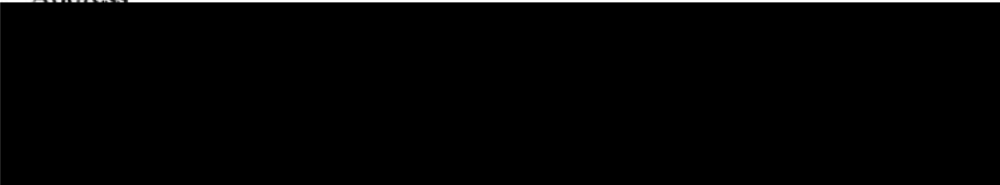
known as Hits DJ Cruise Nights

to be held May 21st, June 23rd, July 28th, August 25th, - September 22nd

Signed this 12th day of February 2020

Lydia Manesiotis
Name

4066 Bluestem Rd Roscoe, IL 61073
Address



Witness

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Agenda Item:	Entering into a Membership with Illinois Public Works Mutual Aid Network (IPWMAN)		
Date:	03/03/2026	Meeting:	Committee of The Whole
Prepared by:	Troy Taylor	Department:	Public Works

Overview/Background Information

The Illinois Public Works Mutual Aid Network (IPWMAN) is a statewide mutual aid system that lets *public works agencies* across Illinois help *each other* during emergencies, disasters, and large-scale events. It's designed so that personnel, equipment, and other resources can be shared between member agencies when local capabilities are overwhelmed by a natural disaster (like tornadoes, floods or severe storms) or a man-made emergency. This is an annual membership that is based off population. For a population of 15,000 and under is \$100.00 a year.

Key Issues

- It's a **cooperative network** of hundreds of public works agencies — including city, county, township, water, wastewater, and other public works entities — that have agreed to assist one another.
- The system is **voluntary** and operates under a standardized mutual aid agreement; agencies must join before an event to be eligible to request help.
- Members can request **personnel, equipment, materials, and services** when local resources aren't enough.
- For the **first five days** of a response, assistance to the requesting agency is provided at no charge; after that, costs can be reimbursed or covered by available funding.
- IPWMAN fosters **intergovernmental cooperation**, training, and coordinated disaster response across Illinois.

Fiscal Note/Budget Impact

This Membership (\$100.00) will come out of the 2026 Budgeted memberships for Public Works.

Prior Legislative Actions

First hearing at the Committee of The Whole.

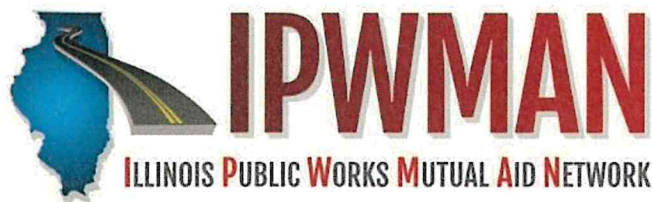
Action Required/Recommendation

Item # 4.

Committee of The Whole approval to send to the Village Board for approval.

Attachments

IPWMAN Membership Rates
IPWMAN Information



IPWMAN Membership Investment Schedule

The membership investment is based on the population of a member agency at the following rates:

<u>Population</u>	<u>Annual Investment</u>	<u>Pro-rated per Month</u>
Less than or equal to 15,000	\$100.00	\$8.34
15,001 to 75,000	\$250.00	\$20.84
75,001 and over	\$500.00	\$41.67

The first year's membership investment is prorated based on the number of months the new agency will be a member of IPWMAN during that calendar year. The annual rate described above will apply for the second year and each year thereafter.

Why Statewide Public Works Mutual Aid?

- IPWMAN is one of the only agencies of its kind in the United States.
- Following the events of 9/11, Homeland Security Presidential Directive 8 expanded the definition of first responders to include public works personnel.
- Disasters are typically beyond the capabilities of most public works agencies.
- Local equipment may be damaged by the disaster and rendering it out of service.
- Following a disaster, local public works staff may be affected both emotionally and physically by the event, affecting their ability to safely perform work.
- Relying on neighboring communities as the only source of assistance is dangerous because they too can be impacted by the same disaster.
- Routine work such as water shut-offs, treatment plant operations, and sign installation will still need to be completed.
- As first responders, public works agencies are involved with the disaster from the onset to the end of the recovery phase.
- During a disaster, public works equipment and manpower will be limited. No community is too large to need help.
- No community is too small to provide assistance. If you can spare one truck and one person, you can help.
- Because of the diversity of IPWMAN member agencies, there are many types of public works equipment available for mutual aid.

Benefits of IPWMAN

- Any government/public agency that provides functions of public works can be a member.
- The membership sets priorities and controls the organization through the Board of Directors, elected from and by member agencies.
- IPWMAN maintains an up-to-date and readily accessible listing of available statewide resources.
- IPWMAN partners with IEMA-OHS and other statewide mutual aid organizations as well as some non-governmental organizations.
- Comprehensive, public works driven and led training is made available to its members at no cost during the annual conference.

- Because of the defined operations plan, IPWMAN can expedite the coordination and arrival of mutual aid.
- Member agencies have access to assets from all over Illinois.
- There is no charge to the requesting member agency for the first five days of the response.
- By standardizing operating procedures, disaster response is safer and more efficient.
- Member agencies have quick and direct access to assets through an IPWMAN Duty Officer.
- IPWMAN not only coordinates equipment and manpower but also leadership support from member agencies who have experienced similar disasters.
- Each member agency signed the same agreement no matter their location or size.
- Being a member of IPWMAN will provide you with added peace of mind knowing that your community has access to mutual aid during times of need when local resources are overwhelmed.

Available Resources Through IPWMAN:

- General Labor Crews
- Debris Loading Equipment
- Forestry
 - Aerial Lift Truck
 - Brush Chippers
 - Labor Crews with a Forestry Background
 - Grapple Truck Operations
- Engineering/Technician Assistance
- Hauling of materials or debris
- Equipment Transport
- Pumping Operations
- Vac Truck Operations
- Material Loading equipment (not debris)
- Vehicle Maintenance/Service Truck
- Sign Fabrication
- Task Force/Strike Team Leaders
- Command Staff
- IPWMAN can also support other "outside the box" tasks

Does an agency have to respond to a request for assistance?

No, they do not. The mutual aid agreement does not obligate any agency to respond, nor does it require an explanation as to why it chose not to respond. The idea behind IPWMAN is that member agencies can assist each other when they are available when an unusual situation needs an immediate response beyond the available local resources.

What if an agency responds and needs its resources back?

Resources remain under the authority of the responding agency and can be recalled at any time. IPWMAN asks that coordination occur between the Duty Officer and the requesting agency. A member agency is not expected to provide mutual aid if it impacts the ability to effectively manage daily operations or respond to its own emergencies.

What happens if an agency's employees get hurt while rendering aid to another agency?

The employee's member agency remains fully responsible for all of the employees that are sent as part of an IPWMAN activation. This means that each member agency will pay its employees' salaries, benefits, and insurance and provide liability coverage. Should a disaster become eligible for IEMA or FEMA reimbursement, some of these costs may be subject to reimbursement.

How long must I provide assistance if deployed?

If your agency agrees to provide mutual aid to another member agency, IPWMAN asks that you commit to one full workday. Typically, these days are between 8 and 10 hours, which includes drive time to and from the requesting agency location. If an incident were to occur at your agency,

and you needed to recall your personnel and equipment, you have the full right to do so under the IPWMAN Agreement. IPWMAN does ask that you coordinate this through the Duty Officer and the requesting agency.

Will an agency receive reimbursement after providing assistance?

By signing the IPWMAN Mutual Aid Agreement, your agency agrees to provide up to five days of mutual aid at no cost to the requesting agency. There are two situations where reimbursement may become available. Continue reading the next FAQ for a better explanation.

What happens after the first five days?

Under the IPWMAN agreement, the responding member agency will provide personnel, equipment, and materials for the first five days of the deployment without reimbursement. Suppose the requesting member agency requires assistance for longer than five days. In that case, the responding member agency may bill the requesting member agency for the provided mutual aid beyond the first five days.

The value of donated assistance helps the community requesting help in a second way: The value of the unpaid assistance may be credited to the requesting agency as part of the non-federal cost share of the requesting agency's emergency work under the provisions of the Disaster Assistance Policy #9525.2., entitled "Donated Resources."

FEMA reimbursement may be available only after a Presidential Declaration is signed by the President.

IEMA-OHS reimbursement may be available only after a Disaster Declaration has been signed by the Governor.

Can the responding party be forced to work at a location?

No. Although there may be times when a responding party may be relocated to better utilize the resource, the responding agency may refuse to go there.

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)**

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of _____ have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the _____, _____ County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this ____day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Title: _____

ATTEST:

Clerk/Secretary

STATE OF ILLINOIS)
)
COUNTY OF _____)

SS

SECRETARY/CLERK'S CERTIFICATE

I, _____, the duly qualified and acting Secretary/Clerk of
the _____ County,
Illinois, do hereby certify that attached hereto is a true and correct copy of a
Resolution entitled:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK
(IPWMAN)**

which Resolution was duly adopted by said Council/Board at a meeting held on the
____ day of _____, 20____.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all the requirements of the
Illinois Open Meetings Act and its own policies, rules or regulations concerning the
holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of
_____, 20____.

Secretary/Clerk

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among _____ ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential natural and man-made disasters; and

WHEREAS, the Parties wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies; and

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipality, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is to be listed on the contact list maintained by IPWMAN. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to this Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network.

E. "*BOARD MEMBER*" is a representative of the IPWMAN serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an Agency.

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

K. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

M. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from a disaster, local emergency, or period of general mutual aid, as previously defined.

N. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

O. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; engage in joint training exercises; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through the IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory

personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* - Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* - Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* - Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* - Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Any Party that becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

Additional Agencies may become Parties to this Agreement, provided that such Agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Signature Page

Approved and executed this _____ day _____ of 20 _____.

For the Agency (Insert Name): _____

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.

By: _____

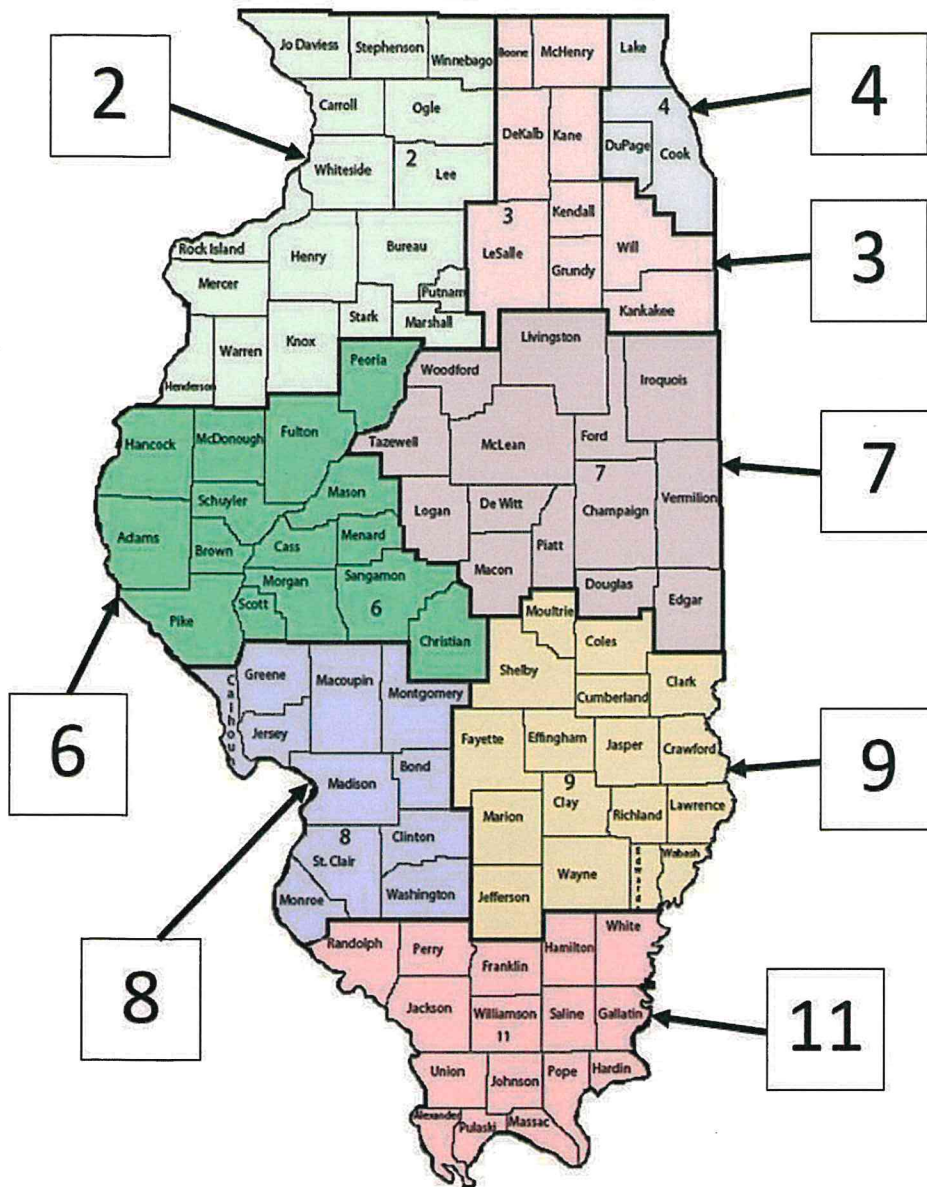
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map

February 2, 2026

Via e-mail: tgreen@bslby.comca1e-4f0e-aa68-b963f28dba5a&tag=9979_2025-12-31_118.dark

Thomas A Green
Barrick, Switzer, Long, Balsley & Van Evera, LLP
Attorneys At Law
Re: Park Use Agreement-Swanson Park

Dear Tom,

I apologize for not getting back to you last week. I spent the last several days doing my best to pass kidney stones—an experience I would not recommend to anyone.

In response to your emailed letter, we respectfully request that our \$7,500.00 agreement payment be billed in three installments of \$2,500.00, dated March 31, April 30, and May 31. We made the same request last year, it was approved, and according to our records all three installments were paid on time.

As with last season, our reason is fairly straightforward. Stateline Fastpitch Softball, Inc. NFP operates entirely on revenue generated at Swanson Park. While our agreement begins in March, we do not have a meaningful revenue stream at the park until mid-May. Prior to that, activity is limited primarily to Hononegah High School softball practices and scheduled games. Although we do open the concession stand for Hononegah games, those operations are generally break-even at best.

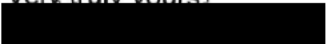
Our primary revenue begins in May with the start of our Monday-through-Thursday *Stars of Tomorrow* youth recreational softball league.

Secondly, we fully intend to meet the agreed-upon deadline for submitting the five required organizational items. My understanding is that all IRS filings must be completed by March 15 to allow sufficient time for submission to the Village prior to the deadline. While it is my hope to submit everything earlier, we are ultimately dependent on our accountant's timeline.

Mr. Steven Atterbury is aware of our required submissions, and I am confident he will address them in a timely manner. Please feel free, and do not hesitate, to reach out to Mr. Atterbury directly for confirmation if needed.

We wholeheartedly agree that maintaining a positive relationship with the Village is important, and we believe we have done so consistently over a long period of time.

Very truly yours,


Denny McKinney
Stateline Fastpitch Softball, Inc. NFP

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Agenda Item:	Approval of Professional Services Agreement with Fehr Graham – Subdivision Sign Easements (Chicory Ridge & Hawks Pointe)		
Date:	February 27, 2026	Meeting:	COTW – March 3, 2026
Prepared by:	Josef Kurlinkus	Department:	Administration

Overview/Background Information

The Village Board previously authorized the fabrication of subdivision entrance signs for the Chicory Ridge and Hawks Pointe subdivisions. The property owners have been identified and contacted, the necessary easement language has been prepared by the Village Attorney, and the signs have been completed.

The final outstanding item prior to installation is the preparation of legal descriptions and easement exhibits for the properties on which the signs will be located. This work must be completed and recorded prior to installation to ensure proper legal access and long-term maintenance rights for the Village.

The Village has been awaiting this proposal from Fehr Graham for several months. While the timing has been extended, this is the final procedural step necessary before proceeding with installation.

Key Issues

Fehr Graham proposes to prepare five (5) legal descriptions and easement exhibits for approximately 15’ x 15’ subdivision sign easements for the following parcels, as outlined in their February 20, 2026 proposal :

- 450 Santolina Drive
- 528 Santolina Drive
- 10288 Fawn Prairie Drive
- 10052 Fawn Prairie Drive
- 10482 Hawks Pointe Trail **or** 10439 Hawks Pointe Trail

The documents will be reviewed by the Village Attorney prior to securing property owner signatures and recording.

Fehr Graham has indicated the work can be completed within tn (10) business days of authorization to proceed

Fiscal Note/Budget Impact

The proposed lump sum fee for preparation of the five (5) legal descriptions and exhibits is **\$4,500 (\$900 per easement)** .

While the cost may appear elevated relative to the limited physical scope of work, the Village Board has previously made the policy decision to continue utilizing the Village’s general engineering firm for this type of professional service work rather than seeking alternative firms.

Action Required/Recommendation

Staff recommends approval of the Agreement for Professional Services with Fehr Graham in the amount of \$4,500 for preparation of the subdivision sign easement legal descriptions and exhibits, as this is the final step required prior to installation of the Chicory Ridge and Hawks Pointe subdivision signs. Once completed, executed and recorded, installation of the fabricated signs can proceed.

Sent via Electronic Mail

February 20, 2026

Josef Kurlinkus
Village Administrator
Village of Roscoe
10631 Main Street
Roscoe, Illinois 61073

**Re: Proposal for Professional Services
Subdivision Sign Easements
Roscoe, Illinois**

Dear Josef:

Fehr Graham is pleased to present you with the following proposal for civil engineering design services as they relate to the above-referenced project. As we understand, the Village of Roscoe would like to improve various streets within Roscoe for the 2026 Residential Street Program. The selected streets are shown on the attached site location maps, and a description of the streets is provided below.

SCOPE OF SERVICES

Utility Easements

Fehr Graham will prepare five (5) legal descriptions and easement exhibits for an approximate 15-foot x 15-foot subdivision sign easement within each parcel listed below. The easement documents will then be reviewed by the Village of Roscoe attorney prior to securing property owners' signatures and recording. It is our understanding that the Village of Roscoe legal counsel has ordered the last deed of records to obtain the full legal description of the parcels listed below.

1. 450 Santolina Drive Roscoe PIN 04-32-355-014
2. 528 Santolina Drive Roscoe PIN 04-32-355-001
3. 10288 Fawn Prairie Drive Roscoe PIN 08-06-102-005
4. 10052 Fawn Prairie Drive Roscoe PIN 08-06-151-008 AND
5. 10482 Hawks Pointe Trail Roscoe PIN 08-06-126-004 OR
10439 Hawks Pointe Trail Roscoe PIN 08-06-126-005

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Boundary Survey
- » ALTA/NSPS Land Title Survey
- » Title Commitments
- » Site Plan/Design
- » Permits
- » As-Built Survey
- » Attending Meetings

Any of the above services can be performed at an additional cost to the project upon request.

February 20, 2026
Josef Kurlinkus – Village Administrator
Subdivision Sign Easements Proposal
Roscoe, Illinois
Page 2

FEES

Based on the information currently available, we are prepared to provide these services on a lump sum basis per the following fee schedule:

Legal Descriptions and Exhibits	\$4,500 (\$900 each)
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Payment for the services rendered will be requested via a monthly invoice.

***Reimbursables are not to exceed more than 15% markup*

SCHEDULE

Fehr Graham will initiate this project immediately and will complete all work within 10 business days of receiving formal authorization to proceed.

AUTHORIZATION

We trust that this proposal meets your expectations. If you would like us to proceed with this project, please sign the attached Agreement for Professional Services and return a copy to my attention.

Fehr Graham is willing to commit the necessary resources to ensure timely, competent solutions and to move this project forward. We look forward to working with you on this project.

Respectfully submitted,



Nicholas A. Grindey, PLS
Land Surveyor



Brandon Boggs
Project Manager

NAG:kk

Enclosure –
Agreement for Professional Services

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AGREEMENT FOR PROFESSIONAL SERVICES

Client Josef Kurlinkus
 Village of Rocco
 10631 Main Street
 Roscoe, Illinois 61073

Description of Services:

Proposal for Professional Services
Subdivision Sign Easements
Roscoe, Illinois

Fehr Graham will complete the scope of services as outlined in the proposal dated February 20,2026, included herein.

COST:

The fixed fee for performing the above services is \$4,500


**Reimbursables are not to exceed a 15% markup. Payment for the services rendered will be requested via a monthly invoice. Fehr Graham does not accept credit and/or debit card payments.*

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:
Signature _____
Name _____
Title _____
Date Accepted _____

CONSULTANT:
By  _____
Name Tyler Nelson, PE
Title Branch Manager
Date Proposed February 20, 2026

405.0026641.000

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)' work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the established limits of applicable insurance policies (General Commercial, Commercial Auto, Professional Liability, etc.), copies of which shall be provided to the Client and remain in force through the duration of the agreement.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.