



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

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

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

- [1.](#) **Approval of the Minutes** for the meeting of the Committee of the Whole from April 1, 2025.

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

2. Discussion of RFP for Development of 11243 Main Street
3. Discussion of Subdivision Identification Signs for the entrance of the Chicory Ridge Subdivision.

NEW BUSINESS

- [4.](#) **Discussion and Recommendation** of engaging Fehr Graham & Associates, LLC to assist with the development of the Village's FY2026-2030 **Capital Improvement Program and Updated Street Study Proposal**
- [5.](#) **Discussion and Recommendation** of an RFP for Design Services related to the **Porter Park Phase 2 Expansion** (OSLAD Grant)
- [6.](#) **Discussion and Recommendation** to approve two year contract with **Axon Enterprise, Inc.** in the amount of **\$6,937.22**
- [7.](#) **Discussion and Recommendation** of an engaging Fehr Graham and Associates to complete a Phase 2 Environmental Study for 10517 Main Street Property Purchase.
8. Discussion of the installation of lighting at the entrances of Chicory Ridge Park

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

Committee of the Whole Meeting
Meeting Agenda - April 15, 2025

9. Chicory Ridge Light Pole Update

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting

Tuesday, April 01, 2025

CALL TO ORDER

Administrator Kurlinkus called meeting to order at 706 pm

ROLL CALL

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

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **March 18, 2025**.

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Plock, Seconded by Trustee Wright.

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

PUBLIC COMMENT (limited to 3 minutes per speaker)

Trustee Plock requested that public comment from Village Board Meeting be included into Committee of the Whole:

Mr. Lavern Ohlwine resident of Remington Creek. Mr. Ohlwine expressed his concern of the purchase of the 66 acres for development. Mr. Ohlwine stated that he is concerned with the amount of traffic that would come into the area if the land is developed into a subdivision.

Mr. Ron Becdon, resident of Remington Creek. Mr. Becdon stated he has been a resident for three years, and it is a nice peaceful subdivision. If the subdivision is extended, it would ruin the road due to heavy traffic. The road is used for walking, walking pets, and kids playing, and there are no sidewalks.

Mr. Roger Kaage, a resident of Remington Creek, stated that he attended the zoning board meeting, and it was announced that only one home would be built on that property. It was stated the lot would be for one house sitting on 66 acres. Mr. Kaage stated that he believes the residents would accept if it were only 1 home on 66 acres.

Mr. George Schaffner, resident of Remington Creek. Mr. Schaffner stated that when attending the zoning board meeting, the residents' concerns were not given any weight. Stating that the zoning board discounted what the residents stated. Mr. Schaffner expressed several concerns: Why are these requests being done as a condition of sale and pushed so quickly? Why is nothing in writing that this will only be one house on the property? Why is the safety of the community put into jeopardy over one person's request. There are 39 homes that share the same street with no sidewalks, shoulders, curb and gutter. Why is annexation needed, what is the benefit to Roscoe what are the costs to the community? Why is this now RE when R1 was what was presented at the zoning board.

Mr. Shaun McCarren, resident of Remington Creek since 2014. The subdivision has 39 homes, with average tax bill of \$10,000. Mr. McCarren is against this annexation and requests that the board deny. During the ZBA meeting in March, those in attendance saw the applicants plat plan that should a home with lot lines and a roadway. In the initial application the applicant was seeking "R1" zoning but now it has been changed to "RE" zoning. Mr. McCarren is against the rezoning and annexation based on the potential increased traffic, safety to children and families walking their pets, the wear and tear on the roads. Mr. McCarren is against a subdivision but would be in favor of a single-family home at the immediate end of Sheringham drive.

Ms. Noel Hodge, resident of Remington Creek since 2017. Ms. Hodge stated she walks the neighborhood daily and its one-way in and out sharing one main road. Ms. Hodge stated there is a safety concern with the traffic. The zoning code that is being requested allows for multiple homes, and Ms. Hodge requests the board to take that into consideration.

Mr. Ohlwine expressed his interest in creating a community garden. President Gustafson addressed Mr. Ohlwine and invited him to April 15, 2025 board meeting where the Roscoe Garden Club will be presenting.

Brian Heavin, of Remington Creek, stated he moved here 15 years ago. Remington Creek is a quiet neighborhood, and expressed his concerns that it is a single road in and out with two cul-de-sacs. Extra traffic would impact the quality of life for the neighbors.

Mr. Sean McCarren, added that they welcome new neighbors' single home, and include them into the deed restrictions. Mr. McCarren expressed concerns if 15 years down the road that the property is sold and created into a sub division.

OLD BUSINESS

None

NEW BUSINESS

1. **Discussion and Recommendation of Annexing a Parcel** located at **92XX Sheringham Drive**. (PIN 08-11-100-013) into the Village of Roscoe and designating the zoning of such parcel as Village of Roscoe **RE - Single Family Rural Estate Residential District**

[Applicant: KG2JGS Investments, LLC & Robert S. & Lynne M. Twigg]

ZBA recommends approval voting 7-0-0 on March 12, 2025.

Administrator Kurlinkus summarized the recommendation and called on Attorney Kaycee Chadwick representing applicant Scott Twigg. Attorney Chadwick stated the applicant is requesting both an annexation agreement and a zoning map amendment from the UT to RE. This parcel is approximately 65.55 acres in size and located on the Village's east side, directly east of Interstate 90. The Twiggs are only building one home and have moved to RE zoning as it has more restrictions. The applicant has provided staff with a complete Petition for Annexation for the parcel. The facts provided by the Petition have been deemed true through staff analysis. The Petition also requests the following:

Administrator Kurlinkus reiterated that what is presented tonight is for the annexation and zoning, where applicant is looking to develop a single-family home. Tonights annexation would be to annex the property, any changes or requests for plats etc would be coming back before the board for approval. Tonight is just forming the boundary around the property annexing. The RE is more restricted this was changed as they recognized the concerns of those in Remington Creek.

Trustee Mallicoat stated that it would be better if the Village had the control. If the Village annexes the property, then it has control and the citizens voices are represented. It was referenced that the citizens in Hidden Creek do not have a voice, since the property was annexed to South Beloit. Trustee Mallicoat believes the Village should annex the property and would eliminate the concerns of guns and such. Trustee Sima explained what happened with Hidden Creek, stating that the applicant did not like the restrictions and concerns of the citizens. The applicant went to South Beloit who annexed them in, and any complaints are now handled by South Beloit. The Villages ordinances do not apply to that venue now. Trustee Plock agreed, stating that it would be in the best interest to annex this property in that way the village can control what can happen with the property. Trustee Babcock voiced his reason for running for the board and stated that he understands and agrees with the Trustee Mallicoat, Plock and Sima to annex it in so that the Board can control.

Motion made by Trustee Sima, Seconded by Trustee Mallicoat.

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

Voting Nay: Trustee Petty, Trustee Wright

2. **Discussion and Recommendation for Approval of a Replat** for the properties located at **10307 and 10375 Clearwing Lane** (PIN 08-05-104-016 & 08-06-231-002).

[Applicant: Joshua Petry]

ZBA recommends approval voting 5-1-1 on March 12, 2025.

Committee of the Whole Meeting
Meeting Minutes - April 01, 2025

Administrator Kurlinkus summarized the recommendation, calling on Jeff Linkeheld of Arc Design Resources who presented the board with a new replat design for 10307 and 10375 Clearwing Lane.

In 2001 when the tentative plat of Clearwing Plat 3 was approved, the site is currently designated as
 “Lot A” was identified on the tentative plat as the site for the construction of a condo association
 owned and maintained community center.

In 2004, when the final plat of Clearwing Plat 3 was submitted for approval, the planning commission required that “Lot A” remain designated as future common area property. No plans for an association-owned clubhouse or community center have ever been submitted to the Village, and the “Lot A” remains in the ownership of the original developer and is undevelopable due to the notation on the plat. At this time, the Clearwing Plat 3, has been fully built out and there are ~ 3 - 4 condominium associations owning various buildings within the Plat. Several buildings owned and operated as rentals by various investors.

At this time, it is highly unlikely that the parcel will be ever be developed into a community center, as the costs of building and maintenance would be assessed against members of a master condo association not currently in existence, and is unlikely to be formed in the future by the majority of the owners of the properties of Plat 3 of the subdivision. This was intended to be common space. This land was never intended to be dedicated parkland or open space. At this point, there is no indication that the land will ever be developed into a community center.

As Roscoe is currently experiencing high demand for multifamily and other rental housing, the owner of the parcel would like to consider development of the parcel for additional multifamily
 buildings. Further development of smaller apartment buildings with around 4 units would help supply
 this type of housing in the area to meet that elevated demand. With this in mind, replating this lot
 to become developable consistent with the multifamily uses surrounding it is the highest and best use
 of the land.

Trustee Wright commented that there is no park or greenspace in Clearwing. Trustee Babcock inquired about the greenspace on the design Mr. Linkenheld stated it open space. Trustee Wright stated he is in favor of the buildings but would like to see a 100-yard grass soccer field, or kids throw frisbees. Josh Petry, stated his family has donated enough land for parks to the Village and plenty of places for kids to go throw frisbees. Mr. Linkenheld provided the board with a visual of the space and the "soccer" field idea.

Administrator Kurlinkus entertained a motion,

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

3. **Discussion and Recommendation for Approval of a Planned Unit Development (PUD)** for the properties located at **10307 and 10375 Clearwing Lane** (PIN 08-05-104-016 & 08-06-231-002).

[Applicant: Joshua Petry]

ZBA recommends approval voting 5-1-1 on March 12, 2025.

Administrator Kurlinkus summarized the recommendation request,

Motion made by Trustee Mallicoat, Seconded by Trustee Plock.

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

Voting Nay: Trustee Petty, Trustee Wright

Trustee Plock did address that perhaps flip the greenspace and the four building at bottom that would provide more space. As it is the biggest piece, Josh stated he would look at and take into consideration.

4. **Discussion and Recommendation** of ratifying an **Illinois Department of Transportation Resolution** for Improvement under the Illinois Highway Code in the Amount of **\$53,500.00**.

Administrator Kurlinkus summarized the recommendation,

Motion made by Trustee Plock, Seconded by Trustee Babcock.

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

5. **Discussion and Recommendation** of declaring certain items of personal property surplus, and authorizing their sale and disposition. [Kubota ZD1211 72" Zero Turn Mower]

Administrator Kurlinkus summarized the recommendation,

Motion made by Trustee Plock, Seconded by Trustee Petty.

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

6. **Discussion and Recommendation** of the purchase of Two Kubota ZD1611 72" zero turn mowers from **Bobcat of Rockford** for the quoted amount of **\$34,847.44**.

Administrator Kurlinkus summarized the recommendation,

Motion made by Trustee Plock, Seconded by Trustee Wright.

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

7. **Discussion and Recommendation of Crimson Valley Landscaping** for the quoted amounts **\$23,808** for rebuilding the Village Hall retaining wall and restoration of the turf.

Administrator Kurlinkus summarized the recommendation,

Motion made by Trustee Plock, Seconded by Trustee Wright.

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

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

Project Updates:

- Trustee Laptops
- Hodges Run Small Business Incubators
- RFP for Development of 11243 Main Street
- Purchase of 10517 Main Street

Project Updates:

- Trustee Laptops - price fluctuations, this is pending. Trustee Sima would like to see an inventory process for the computers and electronics.
- Hodges Run Small Business Incubators - out for bid next board meeting
- RFP for Development of 11243 Main Street - sign is out on the property
- Purchase of 10517 Main Street pending report, then closing will be scheduled.

Trustee Plock has been speaking with staff and would like to see an inventory of existing software and any additional software that would help staff. Trustee Plock provided a picture of Sprague Road and its deterioration. Trustee Plock would like to see this on a five year plan, as it is becoming a hazard.

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT

Administrator Kurlinkus entertained a motion,

Motion made by Trustee Petty, Seconded by Trustee Plock.

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

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 4.

Agenda Item: Discussion and Recommendation of Engaging Fehr Graham & Associates, LLC to Assist with the Development of the Village's FY2026–2030 Capital Improvement Program and Updated Street Study Proposal

Date: April 11, 2025

Meeting: COTW – April 15, 2025

Prepared by: Josef Kurlinkus

Department: Administration & Finance

Overview/Background Information

The Village of Roscoe has received a professional services proposal from Fehr Graham & Associates, LLC to assist in the development of a comprehensive **Capital Improvement Program (CIP) for Fiscal Years 2026–2030**, including an **updated pavement condition rating (PCR)-based Street Study**.

Establishing a formal CIP represents a major step forward in the Village's strategic planning efforts and will provide a structured, data-driven framework for identifying and prioritizing infrastructure investments over the next five years. The CIP will serve as both an internal planning tool and a public-facing document that clearly communicates the Village's capital needs, priorities, and funding strategies.

Key Issues

Fehr Graham's proposal includes the following major components:

Updated Street Study

Visual inspection of Village-maintained streets, updating pavement condition ratings and related data, including material type, drainage type, and right-of-way attributes. Data will be integrated into WinGIS for future planning and prioritization.

Capital Improvement Program (CIP) Development

A five-year CIP document structured for both internal use and public presentation. The CIP will include project categories such as roadways, sidewalks, drainage, safety, parks, public buildings, maintenance, and capital purchases. Each project will include a narrative, estimated cost, potential funding sources, and prioritization metrics.

Meetings and Presentations

Up to four coordination meetings with Village staff and two formal presentations to the Village Board, including visual presentation materials and incorporation of feedback.

Fiscal Note/Budget Impact

The total proposed cost for the complete scope of services is \$69,300, itemized as follows:

- Street Study (Lump Sum): \$23,850
- Meetings & Presentations (Time & Materials): \$8,950
- CIP Development (Lump Sum): \$36,500

Action Required/Recommendation

Staff recommends engaging **Fehr Graham & Associates, LLC** to perform the services outlined in their April 9, 2025 proposal.

Attachments

Capital Improvement Program Proposal - FehrGraham _2025-04-09

April 9, 2025

Mrs. Carol Gustafson
Village President
Village of Roscoe
10631 Main Street
Roscoe, Illinois 61073

Re: 2026 – 2030 Capital Improvement Program and Updated Street Study Proposal

Dear Mrs. Gustafson:

Fehr Graham is pleased to present you with the following proposal for professional services related to the above-referenced project. As we understand, the Village of Roscoe would like to develop a Capital Improvement Program (CIP) document to guide their infrastructure and funding priorities in the upcoming five (5) fiscal years (2026 – 2030). A component of this project will be a street study to gather data and pavement conditions of all streets under the Village's jurisdiction. The requested street study is an additional resource to supplement the accuracy of the capital improvement planning effort that was discussed with the board in a previous meeting. The Village desires that the final CIP document be prepared in such a manner that it can be shared in public spaces with citizens.

The following is our proposed scope of services, fees, and timeline to complete these tasks:

SCOPE OF SERVICES

Updated Street Study

Fehr Graham will conduct a visual study of streets under the Village's jurisdiction, which equates to approximately 120 miles. The scope of this effort includes updating the roadway pavement condition ratings (PCR) and confirming data, including pavement material type, presence of a closed and/or open drainage system, and cross-sectional attributes (curb and gutter and sidewalks). Survey of the roadways will be done via visual inspection. Metrics will be established to provide rankings for roadway conditions; these metrics will be utilized to guide decision-making on future road improvements. Fehr Graham will coordinate with WinGIS to incorporate updated PCR data, roadway surface type, and cross section type (urban, rural) with the existing roadway centerline shapefiles.

The performance condition rating information will be incorporated into a brief report format that will include overall maps categorizing streets based on their updated PCR and presence of right-of-way attributes listed above. At this time, it is not anticipated that this street study will require the implementation of preliminary maintenance plans/schedules, as the intent of this effort is simply to update the pavement condition ratings for future roadway maintenance prioritization. This brief report will not include information related to potential improvement types or failure conditions. This pricing is based on the assumption that all field work can be completed utilizing summer civil intern staffing in efforts to minimize costs to the Village.

Meetings and Coordination

It is anticipated that during the duration of this project, several meetings between Village Staff and Fehr Graham staff will be necessary to ensure that the CIP is being developed in accordance with the Village's desires and that its priorities are being incorporated. Additionally, it is anticipated that

Fehr Graham will be asked to present the CIP to the Village Board for feedback and will prepare visual presentations for these meetings. This task includes attendance at an assumed four (4) Village Staff – Fehr Graham coordination meetings and two (2) Village Board meetings, including preparation of all materials necessary for these meetings.

Capital Improvement Program

Fehr Graham will prepare a Capital Improvement Program (CIP) document that will summarize the acquired data and the Village feedback that is received. The CIP will span FY 2026 – 2030. It is anticipated that a preliminary draft document will be prepared and distributed for Village review and comment; upon receipt of comments and feedback, we will proceed with finalizing the CIP for ultimate approval by the Village Board. It is our understanding that the Village desires the final CIP document to be visually based and readable so that citizens and the general public are able to consume the data. Metrics will be developed to guide decisions for which projects are identified for which fiscal year, and proposed funding sources will be identified. It is anticipated that a list of “pro” conditions will be provided for each project to allow staff and the board to provide guidance on priority. Each project will include a high-level estimate of cost, a project narrative, potential funding sources, programmed year for construction/design, and a list of qualifying conditions. Per our discussions with the Village, it is desired that the CIP include the following sections:

- » Introduction, itemizing potential sources of funding for the capital improvements.
- » City-wide statistics, including mileage of Village streets.
- » Visual aid exhibits depicting the Village’s boundaries.
- » Proposed capital improvement projects itemized by year and separated into the following categories of projects to be improved. For each project, a funding source will be identified.
 - Roadways (residential, collector, and arterial).
 - Bridges, structures, and culverts.
 - Pedestrian improvements (sidewalks and multiuse paths).
 - Safety improvements (signage, lighting, and pavement markings).
 - Drainage improvements.
 - Maintenance projects (pavement cracksealing, inlet repairs, ditch grading, etc.).
 - Parks.
 - Public buildings (large-scale new facilities may require additional direction from Village).
 - Municipal parking lots.
 - Capital purchases (software, vehicles, etc.). These items and costs will require Village direction.

Fehr Graham will utilize our in-house marketing professionals to ensure that the CIP document is attractive and noteworthy. The Village will need to provide input on the budgetary amounts that can be utilized for annual roadway maintenance projects.

EXCLUSIONS

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

- » Topographic or boundary survey.
- » Roadway scanning and laser analysis for roadway condition rating.
- » Creation of new WinGIS shapefiles for attributes except for the items listed above.
- » Detailed design engineering.

- » Geotechnical investigation.
- » Permitting.
- » Traffic Studies.
- » Environmental investigations and studies.
- » Platting.
- » Easement or ROW acquisition, procurement and coordination.
- » Preparation of grant and other outside funding applications.
- » Ecological investigations.
- » Archaeological investigations.
- » Title searches.

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

FEES

Based on the information currently available, we are prepared to provide these services for the following fee amounts:

Street Study (Lump Sum)	\$23,850
Coordination Meetings and Board Meetings (T&M)	\$8,950
Capital Improvement Program (Lump Sum)	<u>\$36,500</u>
TOTAL	\$69,300

Payment for the services rendered will be requested via a monthly invoice.

AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If you would like us to proceed with this project, please sign the attached Agreement for Professional Services and return one (1) copy to my attention.

As always, Fehr Graham is willing to commit the necessary resources to provide timely and competent solutions to ensure this project moves forward. We look forward to partnering with the Village on this important initiative. In the interim, should you have any questions regarding this proposal, please feel free to contact me at 815.394.4700.

Respectfully submitted,



Tyler Nelson
Senior Project Manager



Brandon Boggs
Project Designer

TVN/BMB:ss

Attachments

AGREEMENT FOR PROFESSIONAL SERVICES

Client Mrs. Carol Gustafson
 Village President
 Village of Roscoe
 10631 Main Street
 Roscoe, Illinois 61073

815.623.2829

Description of Services:

2026 – 2030 Capital Improvement Program and Updated Street Study

Fehr Graham will provide professional services related to a 2026-2030 Capital Improvement Program and Updated Street Study as detailed in our proposal letter dated April 9, 2025.

COST:

The fee for performing the above services is as follows:

Street Study (Lump Sum)	\$23,850
Coordination Meetings and Board Meetings (T&M)	\$8,950
Capital Improvement Program (Lump Sum)	\$36,500
TOTAL	\$69,300

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 Chris DeSilva, PE

Title Chief Operating Officer

Date Proposed April 9, 2025

25-793

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.

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 5.

Agenda Item: **Discussion and Recommendation** of an RFP for Professional Design Services related to the **Porter Park Phase II Expansion** (OSLAD Grant)

Date: April 11, 2025

Meeting: COTW – 4/15/2025

Prepared by: Josef Kurlinkus

Department: Administration

Overview/Background Information

The Village of Roscoe was awarded an **Open Space Lands Acquisition and Development (OSLAD) Grant** in the amount of **\$531,328** to support the expansion of Porter Park. The grant-funded project, referred to as **Porter Park Phase 2**, will add approximately 12 acres to the existing 28-acre park and includes several recreational and infrastructure improvements.

To initiate the design and construction phase, the Village is preparing to release a Request for Proposals (RFP) seeking **qualified landscape architects and engineering firms** to lead the planning, design, and project management for the expansion.

Key Issues

The professional services will include:

- Site analysis and topographic evaluation
- Final design incorporating OSLAD and Village objectives
- Collaboration with Village staff and stakeholders
- Sustainable and accessible park planning
- Construction documentation and bidding assistance
- Oversight of construction and schedule compliance
- Maintenance recommendations and ecological considerations

The project must comply with Illinois Accessibility Code, ADA guidelines, and OSLAD grant program requirements, including the limitation that no more than 15.25% of total project costs may be allocated to professional design services.

Fiscal Note/Budget Impact

n/a

Action Required/Recommendation

Staff recommends approval to release the **RFP for Landscape Architecture and Engineering Services** for the Porter Park Phase 2 Expansion Project as outlined in the draft document. Formal release of the RFP will occur upon Village Board approval, with submissions due in June 2025 and contract award anticipated later that month.

Attachments

Draft RFP for Professional Design Services for Porter Park Phase II



NOTICE AND REQUEST FOR PROPOSALS FOR AN
ENGINEERING FIRM / LANDSCAPE DESIGN
ENGINEER FOR THE PORTER PARK PHASE 2 (PARK
EXPANSION) PROJECT

OSLAD GRANT 05-24-2561

NOTICE AND REQUEST FOR PROPOSALS FOR AN ENGINEERING FIRM / LANDSCAPE DESIGN ENGINEER FOR THE PORTER PARK PHASE 2 (PARK EXPANSION) PROJECT OSLAD GRANT 05-24-2561

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April 15, 2025

RE: NOTICE AND REQUEST FOR PROPOSALS FOR AN ENGINEERING
FIRM / LANDSCAPE DESIGN ENGINEER FOR THE PORTER PARK
PHASE 2 (PARK EXPANSION) PROJECT.

Deadline: _____, 2025

Location: Roscoe Village Hall
10631 Main Street
Roscoe, IL 61073

Dear Vendor:

Enclosed you will find information relating to Village of Roscoe's request for letters of interest, statements of qualifications, and performance data from qualified professionals for landscape architecture in connection with the Phase Porter Park Phase 2 (Park Expansion) construction project.

The proposal requirements for the project are as follows. Please submit one original and two copies of your proposal to the location and by the deadline stated above. Proposals received after the deadline set forth above will not be considered. It is the sole responsibility of the respondent to ensure that the Village has received the proposal on time.

For further information regarding the RFP, please contact Josef Kurlinkus, Village Administrator, at 815-623-2829 Ext. 105.

Village of Roscoe

Josef Kurlinkus
Village Administrator

A. Scope of Services

Porter Park Phase 2 (Park Expansion) is an approximately 12 acre expansion (Phase 2) of an existing 28 acre public park (Porter Park) located on a triangular parcel at the corner of Swanson Road and McDonald Road in the Village of Roscoe. . The Village is seeking a landscape Architect / Engineer to oversee the OSLAD Grant project described below. The OSLAD Grant award is \$531,328.00 with an estimated project cost (exclusive of items to be funded by the Village outside of the Grant) of \$1,062,656.00.

The project will consist of a new public restroom facility, expansion of the widely used free-to-play disk golf course, creation of a new outdoor fitness plaza, extension of the recreation path, and with a new pedestrian bridge, provide a connection to the adjacent 15 mile regional path system. Separate from the OSLAD request project scope, the Village will be advancing construction of a new 125 car parking lot to address not only a significant lack of parking, but to also serve as a trailhead at the northern terminus of the Perryville Path system. Care will be taken to preserve the natural wooded portions of the site, and to restore native pollinator and Monarch habitat in open areas.

The Professional services required for the project will include:

1. **Site Analysis:** Conducting a thorough analysis of the site, including topography, soil conditions, existing vegetation, drainage patterns, and any other relevant factors.
2. **Final Design:** Developing a final design for the park expansion, considering elements such as pathways, the outdoor fitness plaza, pedestrian bridge connecting to the regional path, recreational facilities, planting schemes, and new public restroom facility, and other design elements that enhance the park's functionality and aesthetics.
3. **Collaboration:** Working closely with clients, stakeholders, and other professionals, such as civil engineers, urban planners, and environmental consultants, to ensure the park design aligns with their vision, requirements, and regulatory guidelines.
4. **Sustainability:** Incorporating sustainable design principles and practices, such as using native plants, implementing water-efficient irrigation systems, utilizing recycled materials, and incorporating energy-efficient lighting, to minimize the park's environmental impact.
5. **Construction Documentation:** Preparing detailed construction drawings, specifications, and cost estimates to guide the implementation of the park design. Assisting in the bid process and recommendations for selection process.
6. **Project Management:** Overseeing the construction process, coordinating with contractors and suppliers, and ensuring that the park is built according to the approved design and within the allocated budget and timeline.

7. **Plant Selection:** Selecting appropriate plant species based on the site conditions, maintenance requirements, and desired aesthetic outcomes. This includes considering factors such as seasonal interest, biodiversity, and the ability to withstand local climate conditions.
8. **Accessibility:** Ensuring that the park design meets accessibility standards, including providing barrier-free pathways, ramps, and amenities to accommodate individuals with disabilities. The final completion of the project must meet Federal, State and local code and accommodate accessibility standards as per Illinois Accessibility Code and the “Americans with Disabilities Act” accessibility guidelines.
9. **Environmental Considerations:** Incorporating sustainable stormwater management techniques, such as rain gardens or bioswales, to mitigate runoff and improve water quality. Additionally, considering ecological restoration measures to enhance biodiversity and preserve or restore natural habitats within the park.
10. **Maintenance Planning:** Providing recommendations for ongoing park maintenance, including plant care, irrigation system maintenance, and periodic inspections to ensure the park remains safe and functional.

The design team shall work with the Village staff in preparation of plans and specifications for the following phases to be completed by:

- Architect approved by board: May, 2025.
- Contracts: June, 2025
- Field verification: June, 2025
- Kick off meeting and design review: July, 2025
- Construction Document phase begins: July, 2025
- Out to Bid: August, 2025
- Board’s Approval: September, 2025
- Construction Begins: October, 2025

The above schedule may be changed, and the Village is open to the successful firm expediting the services, so that services are completed earlier. **The goal is to have project complete by Spring, 2026.**

B. SELECTION PROCESS

An evaluation committee will review all submittals. The committee will evaluate all proposals based on other information and matters as the committee deems necessary or desirable to determine the qualifications, responsibility and suitability of each firm submitting an RFP.

1. **Oral Interview:** If one or more Finalists are selected, oral interview or interviews will be conducted by the Village. At the interview, each Finalist shall be required to explain its submission in detail, including full discussion of how its approach to the project satisfies each section of the selection criteria.
2. **Ranking:** Based upon written submissions, oral interviews and any supplementary information submitted in response to the Village's request, and based upon the general evaluation criteria, such other criteria as the Village determines appropriate, and such independent investigation as the Village determines necessary to assist it in evaluating a Finalist's qualifications, the Village will rank the Finalists in the order of their qualifications for the project.
3. **Negotiations:** Following such ranking, the Village will contact the highest ranking firm and attempt to negotiate a contract for the services at a fair and reasonable price. Since this is an OSLAD project we are following the OSLAD manual which states: "In cases where the assistance of an architect, landscape architect, consultant, planner, or engineer is required for a project, no more than 15.25% of the costs may be borne by program funds."

RIGHT TO REJECT PROPOSALS: The Village of Roscoe reserves the right to waive technicalities and to reject all proposals for any reason deemed in the best interest of the Village of Roscoe.

C. SELECTION CRITERIA

The evaluation committee shall review the responses to the RFP Project. The Landscape Architect for the project will be selected based on the following criteria:

1. Qualifications and experience of firm for the Project.
2. Qualifications and experience of staff assigned to the Village.
3. Experience/Performance review of past performance on public projects, evaluations of references, etc.
4. Method and/or approach to the project.
5. Proposed cost of services as compared to other Proposals.
6. Expressed understanding of issues related to the project.

D. SUBMITTAL REQUIREMENTS

Submissions for the project will include:

1. **Letter of Interest-** A letter of interest from the firm introducing team members and highlighting the team's proposal for performing services described. Provide a cover letter indicating your firm's understanding of the requirements of the specific job proposal. The letter should be brief but provide a clear understanding of the requirements and your firm's ability to complete the project.
2. **Firm History and Experience-** Please give a brief history and description of your firm including years in business, type of ownership, type of organization, size of firm, professional affiliations, and mission/vision statement. Submit descriptions for similar projects your firm has worked on and list your role in each project. List at least 3 similar projects of a similar scope and size that have been completed. List any projects in the past 3 years that have not been completed and why. Provide performance data on these projects and describe why they were effective or not effective. OSLAD grant experience preferred.
3. **Methodology** – Discuss your firm's approach to the project and methodology to the scope of services. Firms may suggest different approaches to achieving the objectives. Describe how time will be allocated. Be precise about the division of responsibility. Describe your typical approach to construction observation and administration, including but not limited to your recommended anticipated frequency of site visits for the project and what you will do during the visits.
4. **Capability to complete a project on schedule-** Provide an outline work plan and tentative schedule for this project. Discuss your firm's method/approach for controlling the schedule of the project. Provide information on your team's current and planned workload and your ability to complete this project within the desired timeline. Construction completion is Spring, 2026.
5. **Cost proposal** - The proposed fee shall not exceed the limits set forth by the OSLAD Grant requirements for professional services. Stated in OSLAD Grant Manual: "In cases where the assistance of an architect, landscape architect, consultant, planner, or engineer is required for a project, no more than 15.25% of the costs may be borne by program funds."
6. **References-** Please provide three recent references for similar work. The list shall include the client's name, address, telephone number, project title and description, project location and the contact person.

E. RFP RESPONSE FORMAT

1. Submit one (1) original and two (2) copies of your response for the project, including all required forms and supporting documents, with the original clearly labeled.
2. Submissions must be presented in 8.5”X11” paper in a loose-leaf folder or binder and inserted separate sealed, opaque envelope and labeled as “Submittal for Landscape Architect services for Porter Park Phase 2 (Park Expansion) Project.”
3. A cover sheet containing the name of the firm making the proposal including name, address, and telephone number of specific contact person.
4. A table of contents listing the submittal requirements in order.
5. Any supplemental information you wish to provide.
6. Submittals become property of the Village of Roscoe and the cost of preparation of proposals shall be the sole obligation of the submitting firms.

F. SELECTION SCHEDULE

RFP available for public.....May, 2025_____

Letter of interest and submittals are due..... June ____, 2025@12:00pm

Selection of firms for interviews.....June, 2025

Interviews with firmsJune, 2025

Selection to be made.....June, 2025

G. Reference and Signature Sheet

All firms providing a submittal for “Professional Services” shall include the Reference and Signature sheet completed and signed by the individual providing the submittal on behalf of the firm.

Please provide three (3) recent references for similar work. The list shall include the client’s name, address, telephone number, project title and description, project location and the contact person.

Reference # 1

Client Name: _____

Contact: _____

Address: _____

Telephone Number: _____

Project title: _____

Description of Project: _____

Project Location: _____

Reference # 2

Client Name: _____

Contact: _____

Address: _____

Telephone Number: _____

Project title: _____

Description of Project: _____

Project Location: _____

Reference # 3

Client Name: _____

Contact: _____

Address: _____

Telephone Number: _____

Project title: _____

Description of Project: _____

Project Location: _____

Submitted by:

Name of Firm: _____

Address of Firm: _____

City/State/Zip: _____

Name: _____

Phone: _____

Email: _____

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 6.

Agenda Item: Contract with Axon for additional equipment and service

Date: 04-15-25

Meeting: COTW

Prepared by: Chief Samuel Hawley

Department: Police Dept.

Overview/Background Information

We currently have a contract with Axon for body cameras, tasers, evidence.com and cloud storage. With the addition of a 19th Officer we are in need of adding another Axon contract.

Key Issues

Additional bundle for body camera which is required by law.

Fiscal Note/Budget Impact

2025 payment will be in the amount of \$3,468.61 (Budgeted for 2025)

2026 payment will be in the amount of \$3,468.61

Prior Legislative Actions

N/A

Action Required/Recommendation

Discussion and Recommendation to approve two year contact with Axon Enterprise, Inc. in the amount of \$6,937.22

Attachments

Axon Contract
Staff Agenda Memo



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-598269-45755.881BC

Issued: 04/08/2025

Quote Expiration:

Estimated Contract Start Date: 08/01/2025

Account Number: 166342

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Roscoe Police Dept. - IL 10595 Main St Roscoe, IL 61073-8830 USA	Roscoe Police Dept. - IL 10595 Main St Roscoe IL 61073-8830 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bobby Clardy Phone: 4807404134 Email: bclardy@axon.com Fax:	Thomas Farone Phone: 815-623-7338 Email: tfarone7829@roscoepolice.com Fax:

Quote Summary

Program Length	19 Months
TOTAL COST	\$6,937.22
ESTIMATED TOTAL W/ TAX	\$6,937.22

Discount Summary

Average Savings Per Year	\$3,645.34
TOTAL SAVINGS	\$5,771.79

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$3,468.61	\$0.00	\$3,468.61
Feb 2026	\$3,468.61	\$0.00	\$3,468.61
Total	\$6,937.22	\$0.00	\$6,937.22

Quote Unbundled Price:	\$12,709.01
Quote List Price:	\$5,826.45
Quote Subtotal:	\$6,937.22

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73352	TRUE UP - BWC HW FINANCE/TAP	1	11		\$23.30	\$23.30	\$256.30	\$0.00	\$256.30
20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	1	19		\$52.55	\$110.63	\$2,102.00	\$0.00	\$2,102.00
C00018	BUNDLE - TASER 7 CERTIFICATION	1	19	\$414.04	\$75.48	\$75.48	\$1,434.12	\$0.00	\$1,434.12
BWCamTAP	Body Worn Camera TAP Bundle	1	19	\$55.51	\$31.83	\$31.83	\$604.77	\$0.00	\$604.77
A la Carte Hardware									
H00001	AB4 Camera Bundle	1			\$899.00	\$899.00	\$899.00	\$0.00	\$899.00
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1	19		\$5.06	\$5.06	\$96.14	\$0.00	\$96.14
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	1	19		\$10.12	\$10.12	\$192.28	\$0.00	\$192.28
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	19		\$25.29	\$25.29	\$480.51	\$0.00	\$480.51
ProLicense	Pro License Bundle	1	19		\$45.52	\$45.90	\$872.10	\$0.00	\$872.10
Total							\$6,937.22	\$0.00	\$6,937.22

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	07/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	07/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	2	1	07/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	5	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	5	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	2	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	2	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-	1	1	07/01/2025

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Q-598269-45755.881BC

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY DEGREE) NS	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	07/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	07/01/2026
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	2	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	2	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	2	1	02/01/2027
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	2	1	02/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	1	08/01/2025	02/28/2027
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	02/28/2027
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	02/28/2027
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	08/01/2025	02/28/2027
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	08/01/2025	02/28/2027
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1	08/01/2025	02/28/2027
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	1	08/01/2025	02/28/2027
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	08/01/2025	02/28/2027

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	07/01/2026	02/28/2027
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	07/01/2026	02/28/2027
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	1	07/01/2026	02/28/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2026	02/28/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	10595 Main St	Roscoe	IL	61073-8830	USA

Payment Details

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	1	\$1,050.99	\$0.00	\$1,050.99
Year 1	73352	TRUE UP - BWC HW FINANCE/TAP	1	\$128.15	\$0.00	\$128.15
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1	\$48.07	\$0.00	\$48.07
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	1	\$96.14	\$0.00	\$96.14
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	\$240.26	\$0.00	\$240.26
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	1	\$302.39	\$0.00	\$302.39
Year 1	C00018	BUNDLE - TASER 7 CERTIFICATION	1	\$717.06	\$0.00	\$717.06
Year 1	H00001	AB4 Camera Bundle	1	\$449.50	\$0.00	\$449.50
Year 1	ProLicense	Pro License Bundle	1	\$436.05	\$0.00	\$436.05
Total				\$3,468.61	\$0.00	\$3,468.61

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	1	\$1,050.99	\$0.00	\$1,050.99
Year 2	73352	TRUE UP - BWC HW FINANCE/TAP	1	\$128.15	\$0.00	\$128.15
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1	\$48.07	\$0.00	\$48.07
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	1	\$96.14	\$0.00	\$96.14
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	\$240.26	\$0.00	\$240.26
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	1	\$302.39	\$0.00	\$302.39
Year 2	C00018	BUNDLE - TASER 7 CERTIFICATION	1	\$717.06	\$0.00	\$717.06
Year 2	H00001	AB4 Camera Bundle	1	\$449.50	\$0.00	\$449.50
Year 2	ProLicense	Pro License Bundle	1	\$436.05	\$0.00	\$436.05
Total				\$3,468.61	\$0.00	\$3,468.61

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

4/8/2025



VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 7.

Agenda Item: Josef Kurlinkus

Date: April 11, 2025

Meeting: COTW – April 15, 2025

Prepared by: Josef Kurlinkus

Department: Administration

Overview/Background Information

The Village of Roscoe previously authorized a Phase I Environmental Site Assessment (ESA) for the parcels located at **10517 and 10531 Main Street** in preparation for potential redevelopment activities. The Phase I ESA identified historical use of the site as a filling station, which raises concerns regarding the potential presence of contamination and unregistered underground storage tanks (USTs).

Fehr Graham & Associates, LLC has submitted a proposal to conduct a **focused Phase II ESA** to further evaluate these concerns through subsurface soil and groundwater investigation.

Key Issues

The proposed Phase II ESA includes the following key tasks:

Utility Clearance and Tank Investigation: Public utility locates and private utility clearances using electromagnetic and ground-penetrating radar to detect any remaining underground storage tanks.

Soil and Groundwater Sampling: Installation of six soil borings (five to 20 feet, one to 35 feet), with up to 12 soil samples and one groundwater sample collected and tested.

Laboratory Analysis: Testing for petroleum-related contaminants including VOCs, PNAs, RCRA 8 metals, PCBs, and pH levels.

Data Evaluation and Reporting: Analytical results will be evaluated against Illinois EPA Tiered Approach to Corrective Action Objectives (TACO) standards. A summary report will be prepared outlining findings, potential risks, and recommendations for further action, if needed.

Fiscal Note/Budget Impact

Fixed Fee: \$19,100 (lump sum, inclusive of all services described)

Timeline: Estimated total duration of 35 business days from authorization, subject to site access and subcontractor availability

Action Required/Recommendation

Staff recommends the engagement of **Fehr Graham & Associates, LLC** to perform a focused Phase II Environmental Site Assessment at 10517 and 10531 Main Street for the fixed fee of **\$19,100**.

Authorization of the Agreement for Professional Services will be scheduled for approval at the next Village Board meeting.

Attachments

Roscoe 2025-04-10 Phase II ESA Proposal

April 10, 2025

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

**RE: Proposal - Phase II Environmental Site Assessment
10517 & 10531 Main Street
Roscoe, Illinois 61073
Property Index Numbers (PINs): 04-33-455-003 and 04-33-455-007**

Dear Joe:

At the request of the Village of Roscoe, Fehr Graham has prepared this proposal for focused Phase II Environmental Assessment (ESA) services at 10517 and 10531 Main Street in Roscoe, Illinois 61073 (herein referred to as the Property).

BACKGROUND

Based on the preliminary findings of the Phase I ESA being completed for the Property, Fehr Graham recommends a Phase II ESA to investigate potential contamination and unregistered underground storage tanks resulting from historical filling station operations.

SCOPE OF WORK

Recommended Phase II ESA work will conclude whether further assessment and/or remediation is warranted in connection with the historical filling station operations. All proposed Phase II ESA field activities will be conducted by Fehr Graham professional staff. The proposed work scope includes the following:

Public and Private Utility Location

Prior to intrusive activities, a public utility locate will be requested to identify utilities in the public right-of-way leading onto the Property. In addition, a private utility clearance, utilizing electromagnetic (EM) and/or ground-penetrating radar (GPR), will be completed to identify subsurface utilities in the vicinity of each soil boring location on the Property. GPR will also be utilized to investigate the presence of underground storage tanks (USTs) remaining on the Property from the historical filling station operations.

Direct-Push Drilling

A total of six (6) soil borings will be advanced to investigate the presence of contamination. Five (5) borings will be advanced to 20 feet below ground surface (bgs), and one (1) soil boring will be advanced to 35 feet bgs to facilitate groundwater sampling.

Soil Screening

Encountered soils will be screened during drilling with a photoionization detector (PID) at regular intervals and where contamination is observed in order to determine volatile contaminant impacts. Soils will be described and logged by Fehr Graham professional staff.

Soil Sampling

Up to two (2) soil samples will be collected from each soil boring by Fehr Graham professional staff, for a total of up to 12 soil samples. Soil samples will be collected from 1-foot intervals at each soil boring to evaluate direct ingestion and inhalation exposure routes, where the highest amount of contamination is observed (based on PID, visual, and olfactory evidence) or where contamination is most likely to be encountered based on the identified contaminant sources. Soil samples will be collected in laboratory-certified containers and sent for laboratory analysis.

Groundwater Sampling

The 35-foot soil boring will be converted to a temporary groundwater monitoring well by temporarily lowering PVC well screen and casing into the borehole. If sufficient groundwater is encountered, the well will be purged with a disposable bailer or pump until groundwater is visually clear. If limited amounts of groundwater are encountered, the well will be sampled without purging. The groundwater sample will be collected into laboratory-certified containers and sent for laboratory analysis.

Laboratory Analysis

To determine if contamination exists and to what magnitude, soil and groundwater samples will be sent to a certified laboratory for analysis. Analysis of all soil and groundwater samples will include the following contaminants of concern: volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), Resource Conservation and Recovery Act (RCRA 8) metals, and soil pH. Six (6) soil samples will also be analyzed for Polychlorinated Biphenyls (PCBs). The contaminants of concern (COCs) are identified as indicator contaminants for petroleum underground storage tanks, per Illinois Administrative Code Part 734.

Data Evaluation

Soil and groundwater analytical results will be tabulated and compared with the most stringent remediation objectives for proposed redevelopment land use (residential, commercial/industrial) and construction worker exposure, set forth in 35 Ill. Adm. Code 742-Tiered Approach to Corrective Action Objectives (TACO).

Reporting

Fehr Graham will provide a focused Phase II ESA summary report presenting field observations, findings, drawings, and tabulated analytical data. The summary letter will provide conclusions on whether contamination exists and recommendations for further investigation and/or remediation options.

EXCLUSIONS

Please note that the following items are excluded from the proposed scope of services:

- » Drilling and sampling within bedrock (weathered or competent) is considered an exclusion, which will require different drilling methods with additional associated fees. Unconsolidated geologic materials/soils are anticipated based on research conducted during the Phase I ESA.
- » Remediation of contamination found to exist on-site.
- » The proposed scope of work does not include a soil vapor investigation. If soil contamination is observed during Phase II ESA field activities, a subsequent soil vapor investigation may be recommended.

April 10, 2025

Mr. Josef Kurlinkus, Village of Roscoe

Focused Phase II ESA Proposal – 10517 & 10531 Main Street, Roscoe, Illinois

Page 3

- » Landscape restoration as a result of drilling and sampling activities.
- » Utility repairs related to unmarked or undocumented subsurface utilities/conduits.
- » Additional soil borings/sampling/laboratory analysis unrelated to the proposed scope of work described above.
- » Analytical results are anticipated to be returned within 10 business days of the laboratory receipt of the samples, the standard laboratory turnaround time. Additional costs will be applied if expedited laboratory services are required by the client.
- » Unless otherwise specified, investigation derived waste (IDW) will not be containerized, nor will waste characterization samples be collected or analyzed. Soil residuals will be returned to boreholes with bentonite chips. Purged groundwater will be left on the site. Additional costs will apply if IDW is to be containerized for transport and disposal.

PROFESSIONAL FEES

The lump sum cost for performing the proposed focused Phase II ESA scope of services is \$19,100 and is subject to change based on additional scope items and field adjustments.

Invoicing will be submitted to your attention on a monthly basis, based on the percentage of project completion.

SITE ACCESS

In the event that the Property is owned by an entity other than the Client, it is the responsibility of the Client to secure and establish written land access and communicate the scope of the investigation with the landowner.

SCHEDULE

Dependent upon secured access agreements and authorization, we anticipate the focused Phase II ESA can be completed within 35 working days of authorization to proceed. The following table identifies key milestones anticipated during the proposed project timeline:

Task	Anticipated Timeline for Completion*	Anticipated Duration
Field Services	Commenced within 10 business days for authorization	15 days
Laboratory Analysis	Results returned within 10 business days of sample collection	10 days
Final Report Submittal	Completed within 10 business days of receipt of analytical results	10 days
Total Project Completion Timeline		35 days

**indicates the timing is contingent upon subcontractor availability and consideration for federal and local holidays falling within the proposed project timeline.*

April 10, 2025
Mr. Josef Kurlinkus, Village of Roscoe
Focused Phase II ESA Proposal – 10517 & 10531 Main Street, Roscoe, Illinois
Page 4

Although not anticipated at this time, if additional work is required as a result of unexpected delays and/or project limitations, a request will be made for your authorization prior to commencement. Upon authorization, Fehr Graham will coordinate with subcontractors to complete the field investigation as soon as possible. Please note that adequate time will need to be provided for the required public utility location.

AUTHORIZATION

We appreciate the opportunity to provide you with this proposal for Phase II ESA services. If this proposal meets your approval, please sign and return the enclosed Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

If you should have any questions, please do not hesitate to contact us. Thank you for the opportunity.

Sincerely,



Ross Grimes, PG
Senior Project Manager



Madelyn Seuser
Staff Hydrogeologist

RG/MS:ss

Enclosure

N:\Proposals\2025\Madelyn Seuser\Roscoe, Village of\Liberty Engineering\Phase II ESA Proposal.docx

AGREEMENT FOR PROFESSIONAL SERVICES

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

815.986.8788

Description of Services:

Phase II Environmental Site Assessment
10517 & 10531 Main Street
Roscoe, Illinois 61073
Property Index Numbers (PINs): 04-33-455-003 and 04-33-455-007

Fehr Graham will provide professional services related to a focused Phase II Environmental Assessment (ESA) services at 10517 and 10531 Main Street in Roscoe, Illinois 61073, as detailed in our proposal letter dated April 10, 2025.

COST:

The fixed fee for performing the above services is \$19,100.

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 Ross Grimes, PG

Title Senior Project Manager

Date Proposed April 10, 2025

25-803

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 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 date of 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.

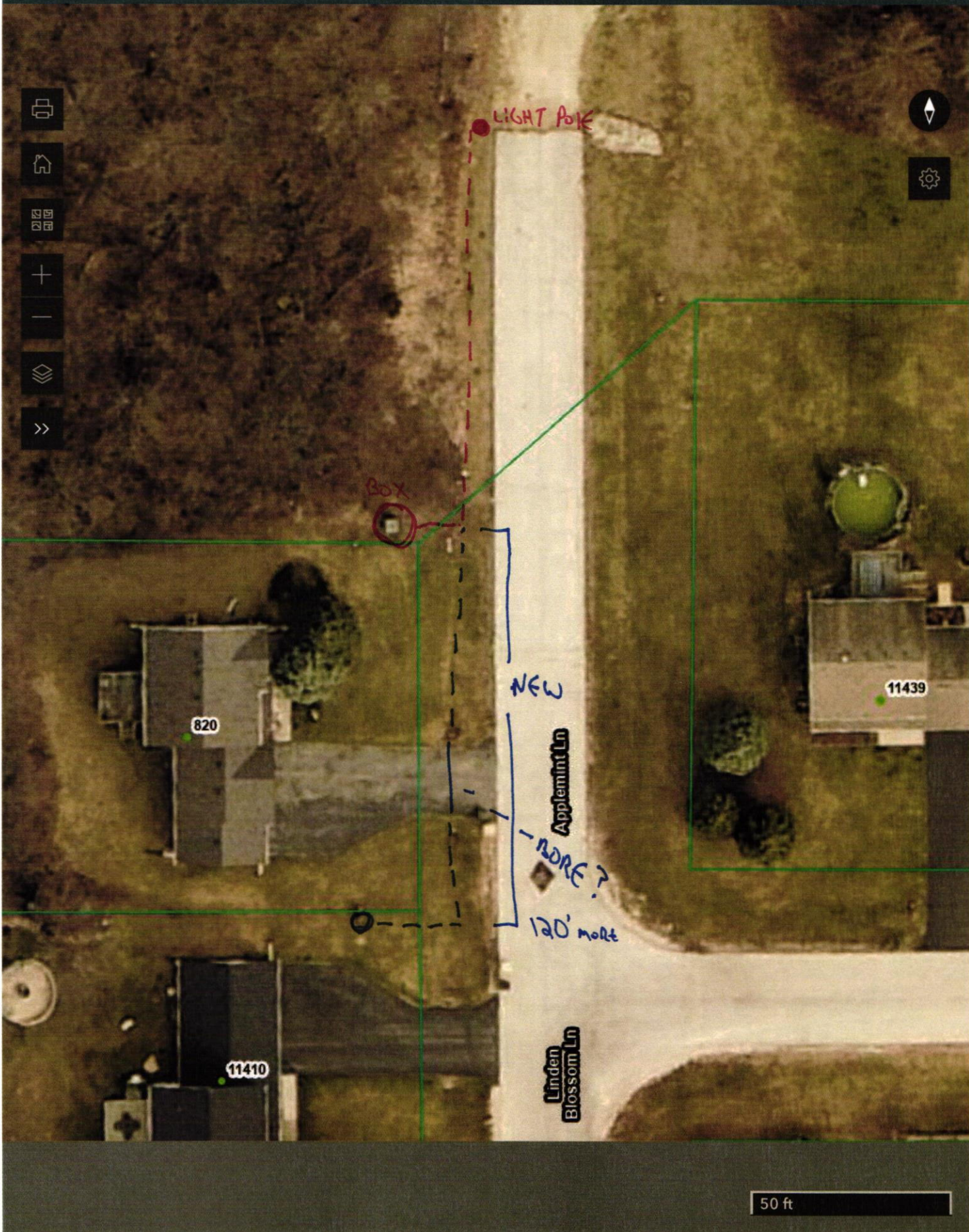
The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

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.



Carol Gustafson
President
Stephanie Johnston
Clerk
Mark D. Olson
Treasurer



TRUSTEES
William Babcock
Stacy Mallicoat
Susan Petty
Justin Plock
Michael Sima
Michael Wright

Item # 9.

To: President Gustafson and Village Board
From: Troy Taylor
Date: April 15, 2025
Re: Chicory Ridge Street Light

Hello All,

Just wanted to give you an update about the Chicory Ridge street light on Applemint Ln. I met with ComEd on Thursday the 10th to talk with them about connection into one of their service boxes to get power to a light pole we want to install. Unfortunately, the power service box was a different box that the contractor had given us a quote for. The contractor thought it was a ComEd box on the North side of the last house that we could just plow in the cable to the light pole. The service box we need to connect with is a smaller box on the South side of a driveway, which now we would have to bore under to get to the light pole. This boring under the driveway will lead to an increase in the price of this project.

I have reached back out to the contractor to get an updated quote and ComEd is also going to give a quote for this project. As of Friday, the 11th, I have still not received any quotes back.

I have included a picture of the project for location purposes.

Thank you,

Troy Taylor
Public Works Superintendent