



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, March 04, 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 **February 18, 2025.**

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

- 2. Discussion and Recommendation** of an agreement with the ATF for NIBIN Enforcement Support System (NESS)
- 3. Discussion and Recommendation** of an agreement for LeadsOnline in the amount of \$2,666.
- 4. Discussion and Recommendation** of an Agreement with **Stateline Fastpitch Softball, Inc.** related to the use of the Village's **Swanson Park.**
- 5. Discussion and Recommendation** of a **Special Event Permit** for the **VFW Post 2955 Memorial Day Parade.** Event to be held: May 26, 2025.
- 6. Discussion and Recommendation** of the solicitation of proposals for development of Village owned property located at **11243 Main Street.**

PUBLIC COMMENT (limited to 3 minutes per speaker)**PRESENTATIONS****EXECUTIVE SESSION (IF NECESSARY)****ADJOURNMENT**



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting

Tuesday, February 18, 2025

CALL TO ORDER

ROLL CALL

PRESENT

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

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **February 4, 2025.**

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Wright, Seconded by Trustee Mallicoat.

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

PUBLIC COMMENT (limited to 3 minutes per speaker)

None

OLD BUSINESS

Trustee Wright - Stateline Fast Pitch were there a lot of revisions to contract? Administrator Kurlinkus stated Stateline Fast Pitch and their attorney are reviewing and will get back. Letter from Place Foundry regarding 501c, President Gustafson stated to check tomorrow.

Trustee Wright inquired what process is for changing ordinance for a developer, on Main Street? Attorney Kurlinkus stated to have them contact Janel to set up a meeting.

Trustee Petty- how much was paid for zoning re-write back in 2018/2019? Administrator Kurlinkus stated he will check on that and circle back.

NEW BUSINESS

1. **Discussion and recommendation** of approving a new village event, **Roscoe Restaurant Week**

Administrator Kurlinkus summarized the recommendation stating Roscoe Restaurant Week 2025 would encourage both residents and visitors to explore Roscoe's culinary offerings through unique dining experiences and special promotions.

Event Overview

Dates: April 11 – April 19, 2025 (Friday – Saturday)

Objective: Boost restaurant traffic by featuring exclusive menus, special pricing, and a punch card

program to encourage diners to visit multiple establishments.

How It Works

Diners will collect a punch at each participating restaurant. Once their card is complete, they can submit it at Village Hall for a chance to win a prize, which will include gift cards generously donated by participating establishments.

Participation Options for Restaurants

Restaurants will have three ways to participate:

1. Prix Fixe Menu: A fixed-price, multi-course meal for breakfast, lunch, or dinner.
2. Roscoe Special Menu Item(s): Unique, event-specific dishes (e.g., "The Roscoe Burger" or "Roscoe Mule").
3. Combo/Value Menu: Discounted meal pairings, such as a meal with a free drink or BOGO deals

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Wright, Seconded by Trustee Mallicoat.

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

2. **Discussion and Recommendation** for a **Text Amendment** revising the Village of Roscoe Zoning Ordinance **Section 15-555 and 15-409** relating to **Solar Energy Collection Systems**.

ZBA recommends approval voting 4-0-0 on December 11, 2024.

Administrator Kulinkus summarized the recommendation, the request is an updated iteration of the text amendments presented at the November 13th Zoning Board of Appeals meeting. At this past meeting, the ZBA considered amendments regarding two topics: accessory buildings/structures and private solar energy collection systems. Based on feedback from the ZBA, staff made the following changes to the draft language. Solar Ground-Mount System Changes: The following changes were made to the draft language for the accessory building/structure topic:

1. Reduction of the maximum height allowed with the larger lot flexibility from 12 feet to 10 feet.
2. Language has been included under the 'Maximum height' standard to reflect the ZBA's desire to have specific language regarding screening. The new language permits that any private solar energy collection system taking advantage of the 'maximum height' flexibility must also provide some sort of screening "landscaping, fencing, etc." This screening method and its intensity will be subject to the ZBA's approval or modification as part of the Special Use Permit process.

Administrator Kurlinkus entertained a motion,

Motion made by Trustee Petty, Seconded by Trustee Sima.

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

3. Discussion and Recommendation for a Text Amendment revising the Village of Roscoe Zoning Ordinance **Sections 15-516, 15-517 and 15-752** relating to **Accessory Buildings and Accessory Structures**.

ZBA recommends approval voting 4-0-0 on December 11, 2024.

Administrator Kurlinkus summarized the recommendation, stating this request is an updated iteration of the text amendments presented at the November 13th Zoning Board of Appeals meeting. At this past meeting, the ZBA considered amendments regarding two topics: accessory buildings/structures and private solar energy collection systems. Based on feedback from the ZBA, staff made the following changes to the draft language.

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Petty, Seconded by Trustee Babcock.

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

4. Discussion and Recommendation of accepting as public right-of-way the dedication of a portion of property adjacent to the easternmost terminus of Edith Lane.

Administrator Kurlinkus summarized the recommendation: The Village has been approached by the owner of real property known as a portion of Edith Lane, PIN # 04-28-401-008, regarding the Village accepting the dedication of part of the parcel as right-of-way. When Edith Lane was constructed, it extended beyond the Right-of-Way onto private property. There is a solar project development on the property, and the developer wants the road issue corrected. The correction simply requires the portion of the parcel with the road extension on it to be legally described in the deed to the Village. The property owner, the solar developer, and the Village attorney have all reviewed and approved the Deed and Dedication

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Babcock, Seconded by Trustee Petty.

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

5. Discussion and Recommendation of entering into an agreement with **Baker Tilly US LLP** to perform the Village's **2024 Annual Audit**.

Administrator Kurlinkus summarized the recommendation to renew the audit agreement with Baker Tilly for one year. The audit is within budget for the quoted amount of \$30,145 for FY 2024.

Administrator Kurlinkus entertained a motion,

Motion made by Trustee Babcock, Seconded by Trustee Petty.

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

6. Approval of **Resolution 2025-R##** approving the Final Plat of **Hawks Pointe Plat 6** (PIN 08-06-101-009).

Administrator Kurlinkus summarized the recommendation stating the developer has submitted a final plat and supporting documentation for Hawks Pointe Plat 6 and is seeking Village approval. Fehr Graham and Village staff have reviewed the final plat drawing and supporting documents and have found that they substantially comply with the Village Code of Ordinances and the settlement agreement. The developer's engineer, Arc Design Resources, Inc., is working on addressing the remaining minor engineering comments detailed in the letter from Fehr Graham dated 01-29-2025, which should not lead to any major design changes. A copy of this review letter and various supporting documents can be found in the COTW packets.

Administrator Kurlinkus entertained a motion,

Motion made by Trustee Mallicoat, 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)

None

PRESENTATIONS

None

EXECUTIVE SESSION (IF NECESSARY)

None

ADJOURNMENT

Administrator Kurlinkus entertained a motion,

Motion made by Trustee Petty, Seconded by Trustee Wright.

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 # 2.

Agenda Item: NIBIN Enforcement Support System (NESS)

Date: 03/04/25

Meeting: COTW

Prepared by: Chief S. Hawley

Department: Police Department

Overview/Background Information

The Bureau of Alcohol, Tobacco, Firearms and Explosive's (ATF) National Integrated Ballistics Information Network (NIBIN) provides Federal, State, Tribal, and local law enforcement with NIBIN hits and leads linking ballistic evidence between crime scenes and firearms recovered by law enforcement. The NIBIN Enforcement Support System (NESS), maintained by the ATF, serves as the national repository for NIBIN information pertaining to firearms, and other ballistic evidence, used in the commission of a crime. ATF has developed NESS to leverage crime gun intelligence derived from NIBIN with Federal, State, and local law enforcement resources to produce actionable leads and assist in ongoing investigations.

The Roscoe Police Department currently uses the NESS system.

Key Issues

The Roscoe Police Department needs an updated User Agreement between us and the ATF in order to continue use of the NESS System.

Fiscal Note/Budget Impact

Free of charge

Prior Legislative Actions

COTW – Updated User Agreement for system already in use

Action Required/Recommendation

Approval of updated User Agreement from COTW to move forward to Village Board

Attachments

NIBIN Enforcement Support System (NESS) User Agreement



NIBIN Enforcement Support System (NESS) Rules of Behavior and User Agreement Form

INTRODUCTION

The Bureau of Alcohol, Tobacco, Firearms and Explosive's (ATF) National Integrated Ballistics Information Network (NIBIN) provides Federal, State, Tribal, and local law enforcement with NIBIN hits and leads linking ballistic evidence between crime scenes and firearms recovered by law enforcement. The NIBIN Enforcement Support System (NESS), maintained by the ATF, serves as the national repository for NIBIN information pertaining to firearms, and other ballistic evidence, used in the commission of a crime. ATF has developed NESS to leverage crime gun intelligence derived from NIBIN with Federal, State, and local law enforcement resources to produce actionable leads and assist in ongoing investigations.

PURPOSE

The purpose of the NESS Rules of Behavior and User Agreement Form is to establish an interagency agreement governing the access and use of NESS. In addition, it will describe necessary provisions regarding the creation, maintenance, and removal of user accounts and passwords. Each user must sign this agreement form before ATF will grant access to NESS.

AUTHORITY

This Rules of Behavior and User Agreement Form is pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF's authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44, and the National Firearms Act, 26 U.S.C. Chapter 53.

SCOPE

- The user acknowledges that it is in the public interest to enhance cooperation among Federal, State, Tribal, and local law enforcement and public safety agencies to identify the perpetrators of crimes involving firearms.
- The user acknowledges that ATF, through its Firearms Operations Division (FOD), and the NESS application will assist Federal, State, Tribal, and local law enforcement and public safety agencies combat crimes involving firearms through the collection, cataloging, automated processing, comparison, and dissemination of intelligence and information and by making available other ATF criminal and regulatory resources.

NESS APPLICATION INFORMATION RELIABILITY & DATA INTEGRITY

Reliable data is critical to the successful operation of any information system. The following *mandatory provisions* will ensure the reliability of incident-based information contributed to the NESS program:

- The user is responsible for and shall take those steps necessary to ensure the accuracy of information contributed to NESS during the course of an official investigation.
- The user agrees that NESS is solely to be used as an investigative tool.
- Files and other information entered into NESS are not original documents. Each contributing agency shall maintain original documents. ATF encourages users to follow their local rules of evidence governing the storage of electronic media.
- ATF cautions users not to use data extracted from NESS as admissible evidence in any proceeding without further verifying such information and coordinating with the agency that contributed it. See also *Disclosure/Dissemination*.
- Users shall prevent unauthorized alteration, damage, destruction, or tampering with the NESS application or the information contained within NESS.
- Users shall never enter unauthorized, inaccurate, or false information. If such information is inadvertently entered, it should be removed immediately and, if appropriate, documented.



NIBIN Enforcement Support System (NESS)
Rules of Behavior and User Agreement Form

- Create only authorized records or files.
- NESS users shall only access data necessary to perform the function of their employment and shall neither browse nor access data unrelated to a specific need.
- Users shall protect NESS data by safeguarding workstations and electronic storage devices from unauthorized access.

USER RESPONSIBILITY

- The use of NESS by an authorized agency does not actively involve ATF in the investigation or the prosecution of a particular incident.

Unclassified//Law Enforcement Sensitive (U//LES)

- NESS data is classified Unclassified//Law Enforcement Sensitive (U//LES) and should not be disseminated outside Law Enforcement. It is to be controlled, stored, handled, transmitted, distributed, and disposed of in accordance with Department of Justice (DOJ) policy relating to U//LES information and is not to be released to the public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DOJ official.

Encouraged Methods and Procedures

NESS allows local users to export records that they have contributed to the system. We encourage the following methods for the handling of such information:

- Take the same care with system output as with the system itself; that is, control access to printouts, disks, or other media storage devices that contain your NESS software application records.
- Lock up/secure storage media/hard copy containing your NESS software application records at the end of the day or when otherwise unattended.
- Do not leave computer printouts containing your NESS software application records unattended at printers.
- Mark media to distinguish your NESS software application records from other files.
- Dispose of workstation disks, including hard drive disks, containing your NESS software application records by erasing sensitive data, degaussing, shredding, or other appropriate procedures.

Disclosure/Dissemination

- The user acknowledges that information pertaining to individuals (targets, witnesses, victims, etc...) contained in NESS directly relate to an underlying investigation.
- The user acknowledges that they will disclose *no* information contained within the NESS application to a third party except as described in this agreement.
- The user agrees that the agency contributing information into NESS is the custodian/owner of that record and will abide by their own State laws, statutes, and regulations and maintain that data accordingly.
- The user agrees there will be no disclosure of information contributed by the user's agency into NESS outside of the user's agency except that disclosure which is deemed necessary by ATF or the user's agency in conjunction with an official law enforcement investigation or pursuant to a lawful court order or legal request (including discovery requests).
- The user agrees to immediately report to ATF any order arising from a legal proceeding by a court of competent jurisdiction ordering the disclosure of information contained within the NESS application contributed by an agency other than the user's agency.



NIBIN Enforcement Support System (NESS)
Rules of Behavior and User Agreement Form

- The user agrees that disclosures made under a user's State Public and Open Records Laws or other internal agency dissemination policy *apply only to incident reports that the user's agency has contributed into NESS*. The user shall not release any data in the NESS application contributed by a participating agency other than the user's agency. Furthermore, any such request seeking the disclosure of such third-party information shall be reported immediately to ATF. *ATF does not process public records requests for records contributed to NESS by non-ATF agencies.*
- The user agrees that premature disclosure of information contained within the NESS could interfere with pending or prospective law enforcement operations and/or prosecution proceedings. This LES information includes but is not limited to data that may link a person or persons to an incident or incidents; criminal methodology of an incident or incidents; personally identifiable information; ORI information, or information related to patterns of criminal activity involving the illegal use of firearms. The user agrees not to disclose LES information shared or generated pursuant to this agreement to any party except as described in this agreement without the express consent of both parties to this agreement.
- Any advisories or reports (including the information contained within them) obtained from the NESS system or ATF which contain third-party data may only be further disseminated with the consent of the party with ownership over the data.

Costs

- The use of the NESS system is free of charge to participating agencies.
- The user agrees that ATF is not responsible for costs or liabilities associated with an agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application.
- ATF will maintain access to the NESS application furnished to the user and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application by the user or enhancements to the NESS application by the user, as well as repairs to local computer hardware, computer software, or communications problems.

System Access

- The user hereby agrees to notify ATF to terminate the NESS account of an authorized end-user *immediately* when they have no need for NESS access due to retirement, transfer, reassignment, termination, and/or separation.
- The user agrees to access NESS only through computers owned or leased for official Government purposes. The user agrees that ATF retain all proprietary rights to include but not limited to the NESS schema and computer code.
- The user agrees to protect access to the NESS information system via any type of wireless communication medium or appliance by authentication to ensure protection from unauthorized system access. Wireless devices shall support a minimum of AES 128-bit encryption in accordance with FIPS Publication 140-2 or later Security Requirements for Cryptographic Modules.

Password Complexity Rules

- Passwords must be at least 16 characters (network enforced).
- Passwords must contain both upper- and lower-case characters: a-z, A-Z (network enforced).
- Passwords must contain numbers and punctuation characters as well as letters: 0-9,!#\$%^&*()_+|=~\`{}[]:;'\<?.,/@ (network enforced).
- Passwords should not be or contain a word in a dictionary.
- Passwords should not be a common usage word, such as:



NIBIN Enforcement Support System (NESS)
Rules of Behavior and User Agreement Form

- Names of family, pets, friends, co-workers, fantasy characters, or sport teams.
- Birthdays or other personal information, such as addresses and phone numbers.

Sharing Passwords

- Never divulge your password to anyone and do not use another user's password, even with permission.
- Never provide your password over the phone to an unsolicited or unidentified caller. Hackers often try to get employees to divulge passwords by pretending to be someone from the Help Desk. The Help Desk will NEVER ask you to reveal your password.
- Never allow another user to access NESS by using your NESS login credentials. Always remember to log off when leaving a computer with an active NESS session.
- If you suspect your password is compromised, change it immediately and then notify your local ATF NESS Point of Contact.

Administrative

- ATF retains the right to remove access to NESS upon:
 - Determination that the NESS application is being neglected or misused, or is not receiving reasonable use;
 - Receipt of written notification of the termination by participating agency; or
 - Termination of the NESS application.
- The user acknowledges that the operations described in this agreement are subject to audit by ATF; DOJ; Office of Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government. Such audits may include reviews of **ALL** records, documents, reports, accounts, invoices, receipts, and other evidence.
- The user acknowledges that, for accounting purposes, the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget (OMB) Circular A-87, revised (available via the OMB, The Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at <http://www.whitehouse.gov/WH/EOP/OMB>).

Miscellaneous Provisions

The user agrees to report immediately to ATF any incident involving:

- Unauthorized alteration, damage, or destruction of ATF-owned NESS application;
- Unauthorized use or access of the NESS application; or
- Unauthorized release of information related to the NESS application.

Duration

- Upon signature by the user, ATF shall consider the terms and conditions of this agreement accepted in their entirety. ATF may amend this agreement by the deletion, modification, or addition of provisions. Users will be notified of any substantive changes to this agreement.
- Either party may cancel its participation at any time following written notification to the other party. ATF will retain their interest in the electronically stored information contained in the database, except that ATF agrees to provide a copy of the data contributed by the agency.



NIBIN Enforcement Support System (NESS)
Rules of Behavior and User Agreement Form

Effect of Agreement

- Nothing in this agreement will modify any Federal law, regulation, or other Federal rule.
- Nothing in this agreement grants any funding, whatsoever. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals. The user acknowledges that financial and civil liability, if any, and in accordance with applicable law, for the acts or omissions of each party's employees, remains vested with his or her employing agency.
- No third party shall benefit or otherwise claim any rights whatsoever under this agreement.
- The user hereby agrees to abide by the terms and conditions of this agreement to
 - Participate in the NESS application in the manner prescribed herein;
 - To use it in a manner prescribed herein;
 - To allow the necessary and proper administration of the program; and
 - To comply with all conditions that ATF may find necessary to institute on behalf of the NESS application.
- ATF will consider failure to comply with the above mandatory Rules of Behavior a security incident, or a security violation if the incident was willful. Depending on the number of security violations and the sensitivity of the information involved, ATF may revoke a user's access to the NESS application and/or the ability of their agency to participate in the NESS program. In addition, the aforementioned does not preclude potential civil or criminal penalties.

This is to certify that the below named individual has read, understands, and will comply with this user agreement for access and use of the NESS program.

Date: _____

User's Printed/Typed Name: Thomas Farone

User's Last 4 of SSN (####): _____

User's Agency: Roscoe Police Department

User's Signature: _____

Agency NESS Primary/Alternate Point of Contact (listed in NESS MOU) Name: Ryan Kelly

Agency NESS Primary/Alternate Point of Contact (listed in NESS MOU) Signature: _____

***Please return completed form to your Agency's NESS Point of Contact (listed in NESS MOU) for submission.



MEMORANDUM OF UNDERSTANDING REGARDING THE NIBIN ENFORCEMENT SUPPORT SYSTEM (NESS)

Memorandum of Understanding between Roscoe Police Department and the Bureau of Alcohol, Tobacco, Firearms and Explosives

Article I. Purpose and Authority

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is extending their on-going commitment to the law enforcement community by providing participating agencies with access to National Integrated Ballistic Information Network (NIBIN) data. The agency will be able to access NIBIN data through the NIBIN Enforcement Support System (NESS) via an Internet connection. The NESS application allows ATF to collect, analyze, refer, and track NIBIN and other crime gun data. Access will facilitate information sharing and provide near real-time intelligence to participating agencies. The mission of the program is to reduce firearms violence through aggressive identification, investigation, and prosecution of shooters and their sources of crime guns.

ATF has made a concerted effort to leverage existing information technology to better assist law enforcement agencies in the investigation of shooters and other armed violent offenders, prohibited persons possessing firearms, and sources of crime guns. This Memorandum of Understanding (MOU) establishes and defines a partnership between the Parties that will result in ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution.

This MOU is entered into by the U.S. Department of Justice (DOJ), ATF, and

Roscoe Police Department, hereinafter collectively referred to as “the Parties,” and with
Roscoe Police Department referred to as the “NESS Partner Agency.” This MOU will refer to individuals employed and authorized for NESS access by the NESS Partner Agency as “Users”.

The Parties agree that it is the public interest to enhance cooperation among Federal, State, Tribal, and local enforcement and public safety agencies with regard to reducing firearms violence, identify shooters, and their sources of crime guns. The NESS Partner Agency acknowledges that ATF and the NESS program will assist Federal, State, Tribal, and local law enforcement and public safety agencies in combatting firearms violence.

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF’s authority is derived from, among other things, 28 U.S.C. § 599A, 18 U.S.C. § 3051, 27 CFR § 0.130, and, specifically, the Gun Control Act of 1968, 18 U.S.C. Chapter 44 and the National Firearms Act, 26 U.S.C. Chapter 53. The parties enter into this MOU pursuant to 31 U.S.C. § 6305.



Article II. Background

ATF is a law enforcement organization within DOJ with unique responsibilities dedicated to reducing violent crime and protecting the public. ATF recognizes the role that firearms play in violent crimes and pursues an integrated enforcement and regulatory strategy. Investigative priorities focus on armed violent offenders and career criminals, armed narcotics traffickers, violent gangs, and domestic and international arms traffickers.

Article III. Scope

The purpose of this MOU is to establish an interagency agreement governing the access and utilization of NESS. In addition, the MOU will designate a primary and alternate application administrator (App Admin) for the NESS Partner Agency. The agency App Admins will ensure adherence to the MOU between ATF and NESS Partner Agency Users. These App Admins are responsible for managing their agency's Users, which will include signing/approving User Access Forms and Rules of Behavior for each User, periodically validating the list of Users, and notifying an ATF POC immediately if it becomes necessary to revoke or suspend a User's account.

This MOU is effective upon the date of the last signature by the authorized representatives of the Parties and shall remain in effect until terminated by either Party.

Article IV. Interagency Communications

The Parties agree that a principal point of contact (POC)/App Admin within each organization shall coordinate all communications and tasks under this MOU. To ensure access is permitted to all NESS Partner Agency data, an Originating Agency Identifier (ORI Code) must be provided for each ORI code used by the NESS Partner Agency. The ATF POC can assist the NESS Partner Agency in determining what ORI Codes are appropriate. The designated POCs shall be as follows:

ATF Field Division		
Name	Chicago, IL	
Address	175 West Jackson Blvd., Suite 1500 Chicago, Illinois 60604	
	Designated ATF Primary POC	Designated ATF Alternate POC
Name:	Thomas Farone	Ryan Kelly
Title:	Deputy Chief	Sergeant
Email Address:	tfarone7829@roscoeil.gov	rkelly7843@roscoeil.gov
Phone #:	815-509-8965	815-623-7338



NESS Partner Agency		
Name	Roscoe Police Department	
Address	10595 Main Street Roscoe, IL 61073	
	Designated NESS Partner Agency Primary App Admin	Designated NESS Partner Agency Alternate App Admin
Name:	Thomas Farone	Ryan Kelly
Title:	Deputy Chief	Sergeant
Phone #:	815-509-8965	815-623-7338
Email Address:	tfarone7829@roscoeil.gov	rkelly7843@roscoeil.gov
Date of Birth:		
Signature:		
Date:		
NESS Partner Agency ORIs		
IL1010600		

Article V. Responsibilities and Procedures

In becoming an approved NESS Partner Agency of the NESS application, the involved Parties hereby acknowledge and accept the following responsibilities and procedures:

1. **Responsibilities of the NESS Partner Agency.** The NESS Partner Agency shall:
 - a. Appoint primary and alternate App Admins within your agency (see table above). The appointed individuals will be responsible for creating, coordinating, and maintaining a list of all personnel, and determining the access levels for Users within the Partner Agency who will require access to NESS.
 - b. If more than two App Admins are needed/wanted, a NESS Additional Application Administrator Form will be completed and signed by the same agency signatory on this MOU, or their successor.
 - c. The designated App Admin(s) will immediately notify ATF in the event that a User's account needs to be suspended or revoked for any number of reasons, including (but not limited to) employee transfer, retirement, or release from employment.
 - d. Complete a Request for Change of Agency Point of Contact Form if the App Admin changes.
 - e. Agree to make every effort to provide complete and accurate information including investigative reports and data related to NIBIN linked shootings and gun recoveries, to the fullest



extent allowed by law. This includes general event data including case numbers, dates, locations, associated persons, etc. Partner Agencies that make a commitment to comprehensive data sharing with ATF will be provided an information platform for developing the best local investigative strategies for their community in the reduction of firearm related crime and violence. Share the results of NIBIN leads/hits including arrest and prosecution data with ATF via the NESS application.

- f. Provide a list of ORI numbers for the NESS Partner Agency (see table above), which will allow NESS to associate Users to the correct NESS Partner Agency NIBIN data. If the NESS Partner Agency needs to add or remove ORI numbers, it shall submit a completed Amendment of Originating Agency Identifier Form. Use information generated and retrieved pursuant to this MOU, only for the purpose(s) identified in the Agreement.

2. Responsibilities of the Bureau of Alcohol, Tobacco, Firearms and Explosives:

a. The ATF Field Division shall:

- 1) Appoint primary and alternate ATF POCs.
- 2) Coordinate all communications and tasks listed under this MOU and serve as a liaison between the NESS Partner Agency App Admins and ATF's Firearms Operations Division (FOD).
- 3) Ensure data sharing processes between ATF and the NESS Partner Agency.

b. FOD shall:

- 1) Maintain the NESS application and share NIBIN Leads with the NESS Partner Agency.
- 2) Upon receipt of this signed MOU, provide detailed instructions to the ATF Field Division POCs on the process of requesting and receiving NESS User access for the NESS Partner Agency.
- 3) Maintain a copy of this MOU along with any associated User agreements.
- 4) Review all applications for NESS User access in a timely manner and facilitate the provisioning of accounts.
- 5) Upon receipt of a request for account revocation, FOD will immediately deactivate said User account.



Article VI. Conditions

Both ATF and the NESS Partner Agency acknowledge their understanding that the NESS application is “LAW ENFORCEMENT SENSITIVE” and intended “FOR OFFICIAL LAW ENFORCEMENT USE ONLY.” Failure to protect and safeguard such data from loss, misuse, or unauthorized access could adversely affect law enforcement operations, including those areas related to officer safety, as well as, the fair and equitable administration of justice, and the privacy of individuals.

Information within NESS is to be used for investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for any evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. By providing your agency with NESS, ATF is not waiving any privileges that prevent further disclosure of the materials. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XII, the NESS Partner Agency agrees to notify ATF prior to such a release.

The Federal government may monitor and audit usage of this system, and all persons are hereby notified that use of this system constitutes consent to such monitoring and auditing. Unauthorized attempts to upload information and/or change information on NESS are strictly prohibited and are subject to prosecution under the Computer Fraud and Abuse Act of 1986 and Title 18 U.S.C. §§ 1001 and 1030.

The Parties agree that premature disclosure of NESS data can reasonably be expected to interfere with pending or prospective law enforcement proceedings. It is agreed that the law enforcement sensitive firearms information generated pursuant to this Agreement shall not be disclosed to a third party without the consent of both Parties of this Agreement, subject to Federal and any applicable non-conflicting state law. The Parties agree to notify all other Parties to the MOU prior to the release of any sensitive firearms information to a third party under State or Federal law. The Parties acknowledge that NESS shall only be used for law enforcement purposes.

The Parties agree to define a “crime gun” as “any firearm illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime.”

Article VII. NESS+ RMS (Records Management System) Data

NESS provides Partner Agencies with an option to share their RMS data via a daily automated ingestion process, either via an encrypted pathway or an Application Programming Interface (API). The NESS+RMS project involves establishing an automated process whereby the NESS Partner Agency’s IT department runs a daily query and transmits shooting and firearm recovery information through an encrypted pathway/API. NESS receives the file and automatically populates the data eliminating the need for manual entry and allows Partner Agencies to more efficiently investigate NIBIN leads and combat firearm violence.



Article VIII. Collective Data Sharing (CDS) Options

All data provided to ATF under this MOU, to include any/all RMS data provided via NESS+ RMS, is held in confidence and not provided to a third party without prior approval of the NESS Partner Agency. ATF provides an option for a Partner Agency to participate in a CDS agreement with other Partner Agencies. When a NESS Partner Agency chooses to participate in CDS, all their NESS data is made available to other Partner Agencies of their choosing. Data sharing via NESS is reciprocal in that a Partner Agency does not have access to search the data pool unless they have opted in to share their NESS data with specified Partner Agencies.

A CDS addendum to this MOU, which details the particulars and allows the Partner Agency's Chief Law Enforcement or Public Safety Official to delegate authority to opt-in to CDS, must be signed/ratified in addition to this MOU.

Article IX. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

Article X. Modifications and Terminations

This MOU shall not affect any pre-existing or independent relationships or obligations between the Parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Amendments to this MOU are effective upon the date of the last signature on the Amendment, by the authorized representative(s) of the Parties. This MOU may be amended or modified only by written agreement and mutual consent of the Parties. Parties to this MOU may terminate their participation at any time upon a seven (7) day written notification of their intent to withdraw to the other Party. If either Party terminates this MOU, ATF will retain all of its interest in the electronically stored information contained in the NESS database.

Termination of the MOU by either Party will result in the revocation of all NESS accounts established under this Agreement. However, after termination, ATF agrees to provide to the NESS Partner Agency continued access to the NIBIN data associated with only cases originating from the NESS Partner Agency, subject to Federal law and regulations.



Article XI. Liability

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claims Act (FTCA – 28 U.S.C. § 1346).

No third party is intended to benefit or otherwise claim any rights whatsoever under this MOU. The rights and obligations set out in the MOU run between the signatories to this MOU only.

Article XII. User Access

Prior to gaining NESS access, each User shall execute a User Agreement and Rules of Behavior, acknowledging that the operations described in this Agreement are subject to audit by the ATF; the U.S. Department of Justice; Office of the Inspector General; the General Accounting Office; and other auditors designated by the U.S. Government.

Article XIII. Costs

The use of the NESS system is provided without charge to the NESS Partner Agency. ATF is not responsible for costs associated with the NESS Partner Agency's computer hardware, computer software (other than the NESS application), Internet connection(s), or other communications requirements associated with their use of the NESS application. ATF will maintain access to the NESS application furnished to the NESS Partner Agency and shall facilitate repairs to the NESS application in an expeditious manner, subject to availability and funding, but no guarantees as to when repairs will be completed. However, ATF will not assume maintenance or repairs required as the result of improper use of the NESS application or enhancements to the NESS application, as well as repairs to local computer hardware, computer software, or communications problems. ATF will not fund the costs associated with a NESS Partner Agency who chooses to manipulate their internal data structure for data communication and transfer reasons.

Article XIV. Limitations of the Agreement

1. Relationship between the Parties: The relationship between the Parties to this Agreement is and shall remain that of independent departments and entities. Nothing herein shall be construed to imply that either Party's employees are employees of the other.

2. Resources: This MOU does not require that the Parties are to contribute resources (financial or otherwise) to each other.

3. Letters of Understanding: The Parties are responsible for establishing relevant letters of understanding or interagency agreements initiated or required as a consequence of this MOU.

4. No Guarantee: The NESS Partner Agency acknowledges that information is input into the NESS system based on data collected and available at the time, and that ATF makes no guarantee that said information will always be 100% accurate or up to date.



5. **Anti-Deficiency Act:** The obligations in this MOU are subject to the availability of the necessary resources to the Parties. No provision of this MOU shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.

6. **Entire Agreement:** The mutual covenants and terms represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

7. **Waiver:** Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

8. **Severability:** A determination that any term of this MOU is invalid for any reason shall not affect the validity of the remaining terms.

9. **Governing Law:** The terms and provisions in this Agreement shall be construed under the applicable federal laws, in conjunction with state and local laws that do not conflict with the federal mandates.

10. **Release of Information:** Releases to the media or third parties, judicial demands, public announcements, Freedom of Information Act/Privacy Act/Open Records requests, and communications with Congress concerning information generated and retrieved pursuant to this MOU shall be addressed by the Parties following coordination by authorized representatives of each Party.

**Article XV. Conclusion**

It is the intent of the signatories that this MOU ensures coordination, cooperation and the mutual conduct of enforcement and research activities relative to the NESS application. The result of this cooperation and coordination will be the successful prosecution of illegal firearm crimes in State and Federal jurisdictions as well as the development of an accurate picture of violent crime and the inception of new strategies to effectively disrupt the cycle of violence.

ATF and the NESS Partner Agency hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NESS Program. In witness whereof, the parties have hereby executed this MOU.

Signature Date
(Chief Law Enforcement or Public Safety Official)

Samuel Hawley

Name

Chief of Police

Title

Roscoe Police Department

NESS Partner Agency

Signature Date
(ATF - Special Agent in Charge)

Name

Special Agent in Charge

Title

Chicago, IL

ATF Field Division

Signature Date

Name

Chief, Firearms Operations Division

Title



Addendum to Memorandum of Understanding Pertaining to the NIBIN Enforcement Support System (NESS)

This addendum supplements the agreement between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the **Roscoe Police Department**, dated _____, which established participation in the NIBIN Enforcement Support System (NESS). Specifically, the underlying Memorandum of Understanding (MOU) covered the ATF NESS installation, operation, and administration for the dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters and sources of crime guns, and refer them for prosecution. This addendum governs the sharing of NESS data with specific third-party law enforcement partners.

Currently, all data provided to ATF under the MOU is held in confidence and not provided to a third-party without prior coordination.

ATF has developed a feature within NESS to permit Collective Data Sharing (CDS). CDS will enable NESS participating agencies to view and share their NESS data with other law enforcement partners of their choosing. This feature significantly enhances the ability of law enforcement agencies to fight violent firearms crimes by broadening the knowledge base and access to potentially important leads in criminal investigations.

When a NESS partner agency chooses to participate in CDS, all of their NESS data is made available to the law enforcement partners of their choosing. Data sharing via NESS is reciprocal in that an agency does not have access to search the data pool unless they have opted in to share their NESS data with specified partner agencies.

By participating in CDS, NESS users will have a larger pool of data to examine and from which to develop investigative leads. Participating in CDS permits direct electronic access to crime gun information associated with other participating law enforcement agencies. Expanded analytical review of such data can provide leads in identifying persons engaged in the diversion of firearms into illegal commerce, link suspects to firearms in criminal investigations, identify potential firearm traffickers, and expose intrastate, interstate, and international patterns of sources and routes.

The parties hereby agree to the following:

All data submitted to ATF by **Roscoe Police Department** through the NESS application, including but not limited to, investigative reports, NIBIN linked shootings data, gun recoveries, general event data (case numbers, dates, locations, associated persons, etc.) may be shared with partner law enforcement agencies chosen by the NESS Partner Agency's CDS Approver in NESS. These third-party NESS partner agencies must also agree to share data with your agency, or no data will be shared. Either agency can opt-out of CDS anytime by notifying the NESS Team via NESS_Support@atf.gov.

The NESS Partner Agency has designated the following individual as their CDS Approver. The CDS Approver is the only person who will be allowed to opt-in/out of CDS for their agency.

Name:	Thomas Farone
Title:	Deputy Chief
Phone #:	815-509-8965
Email Address:	tfarone7829@roscoeil.gov
Date of Birth:	
Signature:	
Date:	



As a recipient of third-party CDS NESS data the Roscoe Police Department agrees that all information within NESS shall be used for criminal investigative purposes only. NESS data reflects a compilation of information from multiple data sources and should not be relied upon as evidence. Investigators must collect original reports for evidentiary purposes. NESS information should not be used to develop statistics or for reporting purposes. No information contained therein may be duplicated, reproduced, or disseminated without the express authorization of ATF and/or the Originating Partner Agency, except as may be required by State or Federal law or court of competent jurisdiction. In accordance with Paragraph 10, Article XIV of the underlying MOU, the NESS Partner Agency agrees to notify ATF prior to such a release.

Signature Date
(Chief Law Enforcement or Public Safety Official)

Samuel Hawley
Name

Chief of Police
Title

Roscoe Police Department
NESS Partner Agency

Signature Date
(ATF - Special Agent in Charge)

Name

Special Agent in Charge
Title

Chicago, IL
ATF Field Division

Signature Date

Name

Chief, Firearms Operations Division
Title



NESS

NIBIN Enforcement Support System



User Account Form

To avoid delays, please complete ALL fields

New NESS User Information

Name – (Last, First, MI)	Position/Title	Date of Birth	SSN (last 4 digits)
Kelly, Ryan D.	Sergeant		
Official Email Address	Telephone Number	User Signature & Date	
rkelly7843@roscoeil.gov	(815) 623-7338		
Citizenship Status: ☒ U.S. Citizen ☐ U.S. National ☐ Permanent Resident ☐ Other:			

Sections Below To Be Completed By NESS Partner Agency Application Administrator/POC

User Access Role (check appropriate box for the new user)*

Viewer ☒	Editor ☒	Application Administrator** ☒
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Agency Information

Agency Name	Law Enforcement ORI Number(s)	Agency Address (City, State, Zip)
Roscoe Police Department	IL1010600	10595 Main Street, Roscoe, IL 61073

NESS Agency Application Administrator/Point of Contact

Approver/POC Name	Approver/POC Signature & Date	Approver/POC Telephone Number
Thomas Farone		(815) 509-8965

***User Access Roles:**

- Viewer: Read Only
- Editor: Read/Write
- Application Administrator: Read/Write; Manages Agency's Users

****The two Partner Agency POCs listed in the ratified NESS MOU are the primary Application Administrators for your Agency. If you need to change your Agency's POCs or add additional Application Administrators, send the request to NESS_Support@atf.gov and you will be provided with the required form.**

Privacy Act Statement

The primary use of this information is by management and Information System Administrators to approve, grant, and control access to sensitive information systems. Additional disclosures of the information may be to a Federal, State, or Local law enforcement agency when ATF becomes aware of a violation or possible violation of civil or criminal law; or to a Federal agency when conducting an investigation on you for security reasons. Where the employee identification number is your social security number, collection of this information is authorized by Executive Order 9397. Furnishing the information on this form, including your social security number, is voluntary, but failure to do so may result in disapproval of this request.

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 3.

Agenda Item: Subscription Agreement for LeadsOnline

Date: 03/04/25

Meeting: COTW

Prepared by: Chief S. Hawley

Department: Police Department

Overview/Background Information

The Police Department currently uses LeadsOnline and has it as an item in the budget under 01-040-5952 (IT – Software). LeadsOnline is a subscription in which the Roscoe Police can look up and monitor any items at pawn shops that could be stolen. LeadsOnline is getting rid of its cheapest version which we currently subscribe to and replacing it with this version. The new version will not only allow us to search pawn shops in Illinois but also nationwide. The system has many other features that are used consistently with our investigations.

Key Issues

LeadsOnline is sunsetting the cheapest version and it will receive an update with more information and features.

Fiscal Note/Budget Impact

The cost of the system is rising from \$2,411 to \$2,666 in 2025, \$2,745 in 2026 and \$2,828 in 2027.

The Police Department budget has this item for \$2,411 for 2025 however we have money budgeted for additional anticipated expenses.

Prior Legislative Actions

COTW – Updated subscription agreement from item already in use

Action Required/Recommendation

Approval of upgraded subscription agreement from COTW to move forward to Village Board

Attachments

LeadsOnline Subscription Agreement



LEADSONLINE TOTALTRACK INVESTIGATIONS SYSTEM SUBSCRIPTION

ORDER FORM No. Q-02078

CUSTOMER:
ROSCOE IL PD

UNIT:
POLICE

1. SERVICE

LeadsOnline TotalTrack for Law Enforcement Agency users (**Service**).

Customer represents that it is a law enforcement agency or governing body of a law enforcement agency, an entity duly authorized by municipal, state county or federal government to enforce laws or investigate crimes, and the Eligible Users are employed by Customer in the Unit listed at the top of this Order Form.

2. PURPOSE

Law Enforcement Use: Exclusively for the official law enforcement agency duties of Customer's Unit; information retrieved from the Service is for the exclusive use of Eligible Users with the exception of disclosure necessary to investigate and prosecute crimes within the jurisdiction of and investigated by Customer's Unit.

3. DEFINITIONS

Audit Records means records audit records retained for administrative, legal, audit, or other operational purposes. Audit Records are protected from modification, deletion and unauthorized access and are retained for a minimum of one (1) year.

Deconfliction Data means the subset of data provided to be made aware of activity by another Law Enforcement Official or Law Enforcement Customer regarding a matching person, person of interest, phone number, device identifier, item of property, location, vehicle or other data element to facilitate the benefits of coordinated investigative efforts by Law Enforcement Officials.

Law Enforcement Official means a person employed by and authorized by a Law Enforcement Customer to, in their official duties, access or submit data according to the terms of this agreement.

Reporting Business means any entity that records Transaction Data regarding the receipt or other disposition of merchandise or materials and reports such Transaction Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

Repository Data means data and any other information LeadsOnline has received from entities other than the Customer.

Transaction Data means information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including, but not limited to, the transaction number, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.

Analysis Files means records electronically submitted by a Customer to the Service for automated analysis. Analysis Files include but are not limited to unstructured images, video, audio or text submitted, and data related to communications or movements of devices, vehicles and other entities, which reference data for identifying locations including cell site lists, landmarks, and locations related to crimes. Analysis Files are Customer Property.

4. SERVICE RECIPIENT AND ELIGIBLE USERS

Service Recipient: An unlimited number of authorized personnel of Customer in its Police, each with a unique login (**Eligible Users**).

- Eligible User logins may not be shared and individuals who are not Eligible Users may not access the Service.
- During initial onboarding, Customer may provide LeadsOnline with the names and email addresses of Eligible Users.

5. TERM, SERVICE PERIODS AND SUBSCRIPTION FEES

Order Term: This Order Form will become effective as of the Effective Date and remain in effect through the Service Periods listed below (**Initial Term**) and any renewal Service Periods or until termination by LeadsOnline or Customer as described below. The Effective Date shall be defined as the date of the last signature below.

SERVICE PERIODS	DUE DATE	AMOUNT
May 1, 2025 to April 30, 2026	Due on or before May 1, 2025	\$2,666.00
May 1, 2026 to April 30, 2027	Due on or before May 1, 2026	\$2,745.98
May 1, 2027 to April 30, 2028	Due on or before May 1, 2027	\$2,828.36

Renewals: Neither party is obligated to renew this Order Form. Prior to the expiration of the Initial Term or any renewal term, the parties may renew this Order Form for additional one-year terms by LeadsOnline's submission of a valid invoice to Customer for the renewal Service Period at then-current pricing and Customer's payment of such invoice within thirty (30) days of renewal.

6. FEATURES

CAPABILITY	TOTALTRACK DESCRIPTION
TotalTrack Nationwide Search	Nationwide search access through pawn shop and secondhand store transactions. Unlimited accounts/searches for your personnel working your cases. Continuous saved searches alert investigators to persons or property after. Results include images of property, sellers, vehicles, thumbprints, etc. as reported. Robust identity resolution to spot suspect activity when identifiers are incorrect or out of date. Possible associates report to identify other leads in cases. Advanced property identification to overcome incomplete descriptions and missing information. Daily Stats (hits and statistics for each user).
Nationwide Inter-Agency Deconfliction System	Benefit from coordinated investigative efforts through pointers to the records of other Law Enforcement Agencies when users match on persons, property, devices, vehicles, and other entities.
NCIC Stolen Property Notification	Automated alerts on property including guns, articles and vehicles from your cases found in within and outside your jurisdiction.
Person / Property Notification	Automatic alerts on suspects, wanted persons and stolen property.
Compliance Management	Free online reporting system for all pawn/secondhand stores. Easy reporting for businesses. Compatible with point-of-sale systems. Property hold management system. Message Inbox for alerts and communication to and from businesses in your jurisdiction. Unlimited technical support for reporting businesses.
OfferUp & eBay Marketplace Access	Identify persons in your cases when evidence is found in online listings.
Unlimited Support	Updates, training and support for Customer personnel and businesses.



LeadsOnline Toolbox	Automated search warrant generation, automated phone lookups, repository of training materials, video tutorials, templates, resources, software, process guides, carrier and network specifications, contacts, subject matter assistance and other content relevant to criminal investigations.
Citizen Property Inventory System	Community engagement for improved reporting in property crimes.

7. ONBOARDING, TRAINING AND TECHNICAL SUPPORT

- Eligible Users register for a user account at www.leadsonline.com; Customer may provide lists of Eligible Users for expedited processing.
- LeadsOnline Support will activate Eligible Users and provide training via in-app instructions, videos, and live support.
- Technical support services for non-critical issues, training and general assistance are provided to end-users in the form of unlimited email and/or telephone support, Monday through Friday 7:00 AM – 5:30 PM CST via toll-free at (800) 311-2656 or support@leadsonline.com.

8. Misc.

This Order Form is attached to and incorporated into the Agency Agreement between **Customer** and **LeadsOnline** dated May 1, 2010 (**Agreement**). This Order Form is governed by the terms of the Agreement between the parties. All terms not defined in this Order Form have the meanings ascribed to such terms in the Agreement. This Order Form and the Agreement constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements, and representations, whether oral or written, related to this subject matter. No modification or waiver of any term of this Order Form is effective unless both parties sign an amendment to this Order Form. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes, but any terms within any purchase order in response to a quote, order form or invoice will not modify or enlarge the obligations or liabilities of either party even if the parties sign it.

9. SIGNATURES

Each representative identified below represents and warrants that it has the full power, right and authority to enter into this Agreement on behalf of its respective party.

LEADSONLINE LLC (LEADSONLINE)
Signature:
Printed Name: Alexander Finley
Title: CEO
Date:
Address: 6900 Dallas Parkway, Suite 825, Plano, TX 75024, United States

ROSCOE IL PD (CUSTOMER)
Signature:
Printed Name: Samuel Hawley
Title: Chief
Date:
Address: PO Box 312, Roscoe, Illinois 61073, United States

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 4.

Agenda Item: Execution of amended Park Use Agreement – Swanson Park

Date: February 24, 2025

Meeting: COTW March 4, 2025

Prepared by: Attorney Tom Green

Department: Admin

Overview/Background Information

The Village has had an Agreement with Stateline Fastpitch Softball for the use of Swanson Park for a number of years. A new Use Agreement has been negotiated, and the Resolution authorizing the Mayor to execute the Agreement is presented for approval.

Key Issues

The new Agreement clarifies several issues, including confirmation of Stateline Fastpitch Softball, Inc. NFP, will operate the park, and will have increased reporting requirements from a financial standpoint. Also, the use fee has been increased, and the process of renewing annually and paying the use fee has been formalized.

Fiscal Note/Budget Impact

From an expense standpoint, there may be some deferred maintenance at Swanson Park the Village will need to address over the next Agreement term.

Prior Legislative Actions

Resolution 22-R-21 authorized the renewal in 2022, of a similar Use Agreement through 2024.

Action Required/Recommendation

Approval of the Resolution authorizing the execution of the Agreement, and recommendation is for approval.

Attachments

PARK USE AGREEMENT – SWANSON PARK

This Park Use Agreement (“Agreement”), dated ____ day of _____, 2025 (the Effective Date), made by and between the Village of Roscoe, an Illinois Municipal Corporation having its offices at 10631 Main Street, P.O. Box 283, Roscoe, Illinois 61073 (“Village”), and Stateline Fastpitch Softball, Inc., an Illinois Not-for-Profit Corporation, having its offices at 5501 Swanson Road, Roscoe, Illinois 61073 (“Licensee”).

WHEREAS, the Village and the Licensee previously entered into an Agreement entitled “Park Use Agreement – Swanson Park”, and both parties agree to modify and continue the relationship by entering into this Agreement; and

WHEREAS, the Village owns Swanson Park located at 5444 Swanson Road, Roscoe (“Licensed Premises and/or Premises and/or Park”), encompassing diamonds for softball and concessions and a playground (among other amenities), and has provided the Licensee with the sole and exclusive right to operate youth softball practices, games, and related activities; and

WHEREAS, The Licensee shall have a limited license to conduct the following authorized activities:

- 1) The Licensee is a Not-For-Profit Corporation and must operate the premises and park facilities exclusively in its own name, and may not subcontract any aspect of the operation of the facility to a for-profit entity. If certain aspects of the operation need to be outsourced, the Licensee must disclose same to the Village and obtain the permission of the Village regarding the nature of the outsourced activity and identify to whom said activity will be outsourced. The Village may require complete financial disclosure of such outsourced activities.
- 2) Exclusive operation of youth softball practices and games for, and as, Stateline Fastpitch Softball, Inc., and the operation of softball practices and games of Third-Party Authorized Users as specifically identified in Article V B of this agreement (“Events”), at the Licensed Premises.
- 3) Exclusive use and operation of the concession facility located within the Premises while being used pursuant to the terms of this Agreement.
- 4) Authority to operate or host youth softball tournaments at the Premises, which shall specifically include the hosting of youth softball tournaments in which for-profit teams are, or may be, participants.
- 5) Use of the Premises at such reasonable times needed by Licensee to maintain the softball diamonds and fields for play and for cleaning and maintenance of the Premises after play.

NOW THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

ARTICLE I RECITALS

The Recitals set forth above are an integral part of this Agreement and by this reference incorporated herein in this Article I.

ARTICLE II TERM OF AGREEMENT

- A. Term. The term of this Agreement shall commence on January 1, 2025 (the “Date of Commencement”) and shall expire after a period of three (3) years, through and including December 31, 2027 (“Expiration Date”), unless this Agreement is extended or earlier terminated as provided herein.

- B. Extension. The Village shall, on or before August 1st of each term year, notify the Licensee of their right to renew, then at least 90 days prior to the anniversary date of the Agreement (no later than October 2nd, of each contract year), the Licensee may submit to the Village a written request for extension of the Agreement. The Village shall review said request, and at its sole discretion, may agree extend, or may deny to extend the term of the agreement as follows:
 - 1. Should the Village agree to extend the term, a new full three-year term shall commence upon said anniversary date, thereby establishing the new Date of Expiration at three (3) years from the current Anniversary Date.
 - 2. Should the Village deny a request for extension prior to the Expiration Date the Agreement shall be allowed to expire upon the Expiration Date as set forth above, and neither the Village, nor the Licensee, shall have any further rights or obligations under the terms of this agreement, other than those specifically set forth herein.
 - 3. A request for extension as set forth in this section may be submitted subject to the terms set forth herein, prior to any Anniversary date occurring prior to Expiration Date(or any successive Expiration Date), regardless of whether such a request has been previously requested or previously denied in a past year.

ARTICLE III SCOPE OF USE

Scope of Use; License The limited license granted in this agreement shall extend to the Park and Facilities owned by the Village of Roscoe and previously identified as the Premises as follows:

A. Swanson Park:

1. *Operating Season:* Licensees use of Swanson Park for the events and activities permitted under the terms of this agreement shall be authorized from March 1 through November 30 of each year this agreement is in effect.
2. *Ball Diamond.* The Licensee shall be allowed use of the ball diamonds, dugouts, bleachers, and the immediately adjacent surrounding public areas during those dates and times used for Authorized Activities, with such locations being more specifically illustrated as set forth in Exhibit “B”.
3. *Parking.* The Licensee shall be allowed the non-exclusive shared use of designated portions of the parking facility located at the Village of Roscoe Public Works Building. Parking at this facility is first come first serve, and availability is subject to public park use. Permissible areas of said parking facility that are available for use under the terms of this agreement are designated and indicated on the illustration attached hereto as Exhibit “C”, and incorporated herein by reference.
4. *Office Facilities.* Licensee shall have the exclusive use of the office space at Swanson Park during the term of this agreement.
5. *Concessions.*
 - a. The Licensee shall be allowed access to, and operation of, the concession related improvements during Licensees authorized events, with such access being exclusive to Licensee.
 - b. Licensee shall be solely responsible for obtaining all appropriate and necessary licenses and permits for the operation of and the sale of any products (food and beverages). Appropriate and necessary permits and certificates for food services from the Winnebago County Health Department shall be obtained, maintained, and exhibited as required prior to serving customers. Licensee, each year, shall file copies of said permits with the Village prior to the start of Concession Operations.
 - c. Alcohol shall not be sold or served at any activity covered under this Agreement.

6. *Playground Facility.* Licensee's use of the Swanson Park facilities, does not include exclusive use of, and may not interfere with the public use of, the Swanson Park Playground. The playground shall be open to the general public at all times, free of charge.

B. Hours of Operation.

1. Subject to the terms of this Agreement, Swanson Park is open for use by the Licensee for authorized activities from 8:00 am to 10:00pm each day. All use of the park facilities, including field lighting, shall cease prior to 10:00 pm.
2. Licensee shall cease all concession services no later than 9:30 p.m. so as that licensee may finish cleaning the premises and leave the premises no later than the park closing at 10:00 p.m.

**ARTICLE IV
PROPERTY TAX, UTILITIES, TRASH, RESTROOM FACILITIES:**

- A. Property Tax. As a publicly owned, publicly used parcel, Swanson Park has been granted a Property Tax exemption, and the property is not assessed for such on an annual basis.

1. At any time, should a determination be made that Licensee's use of Swanson Park makes the Village ineligible for the Property Tax exemption, Licensee shall assume all responsibility for the payment of said Property Tax assessment.
2. Should such an assessment occur, the Village will notify the Licensee of such, and Licensee shall pay the full amount of the assessed property tax for the Village to hold in escrow. The Village will then be responsible for making said payment directly to the Treasurer of the County of Winnebago.

B. Trash Removal.

1. The Village will provide public trash receptacles, including one (1) full size dumpster to be located at Swanson Park, in which Licensee may deposit waste generated at the site in relation to its use of the Park facility.
2. The Licensee shall be responsible for picking up all trash and litter on the grounds that is generated by their use of the premises, including the emptying of trash receptacles into the dumpsters placed at the facility.

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

ARTICLE V SCHEDULING & APPROVAL OF EVENTS

- A. Scheduling Procedures. Licensee's shall have exclusive use of Swanson Park during the term of this agreement and shall be allowed to schedule authorized events subject to the terms of this agreement, and any applicable provisions of the Village of Roscoe Code of Ordinances, including, but not limited to, provisions requiring the issuance of special events permits.
- B. Third Party Authorized Park Users. This agreement specifically contemplates use of Swanson Park by not-for-profit, recreational youth sporting teams. Therefore, in addition to Licensee's authorized use of the Park, Licensee's scheduling of Swanson Park for events

and activities of third parties, when occurring under the auspices of this agreement, shall be limited to the following organizations:

1. Hononegah High School (District 207)
2. Harlem High School (District 122)
3. Rock Valley College (District 511)
4. South Beloit High School (District 320)

ARTICLE VI ANNUAL USE FEE

- A. Use Fee. Licensee shall pay to the Village a use fee in the sum of \$_____
- B. Payment of said sum shall be made annually on or before March 31 of each year this agreement is in effect. The Village shall invoice the Licensee prior to the end of January each year, and the use fee shall be remitted to the Village no later than March 31st of each year.

ARTICLE VII MAINTENANCE AND REPAIR

- A. Licensee's Responsibilities:
 1. Licensee shall, during the term of this Agreement, and at its own expense, keep the premises and equipment in a clean and sanitary condition at all times.
 2. Licensee shall be responsible for all mowing and field maintenance.
 3. Licensee shall keep the following park areas and fixtures in good condition and shall repair the same promptly when necessary
 - a. Ball diamonds and related improvements
 - b. Outfield Fences.
 - c. Bleachers.
 - d. Cost of the replacement of the lamps installed in field lighting fixtures shall be the responsibility of Licensee.
 - e. Routine maintenance of concession facilities.
 4. Should Licensee refuse or neglect to complete such necessary repairs promptly and adequately, the Village may, but shall not be required to, make or complete the necessary repairs and Licensee shall reimburse the Village for the cost of the repairs.
 5. Upon completion of the operating season, Licensee shall return the premises to the Village in the same condition as when Licensee originally commenced their use,

reasonable wear and tear excepted. Any of the Village's equipment used by Licensee shall be cleaned and maintained by Licensee. Routine repairs to said equipment shall be the responsibility of Licensee.

6. Licensee shall not make any alterations on or additions to any facility without first procuring the written approval of the Village Board of Trustees. The Village shall respond to a request by Licensee to make alterations or additions within 30 days after a request is made, and the failure of the Village to respond to such a request, in the allotted time shall be treated as a denial of said request.
 7. Existing Village owned equipment in concession building including freezers and refrigerators are available for Licensee's use, in as is condition. In the event of equipment failure, or should such equipment not be up to the required standards of the Licensee, the Licensee may request that the Village remove said equipment and Licensee may replace such equipment subject to the terms of this agreement, at the sole cost of the Licensee. Any equipment purchased or replaced by Licensee as provided for in this paragraph, shall remain the property of Licensee, and Licensee shall assume all responsibility for the maintenance and operation of such equipment.
- B. Village Responsibilities: As part of its regular maintenance of Swanson Park for public use and enjoyment, the Village will maintain the following:
1. Field lighting fixtures, including wiring, electric ballasts, electronic components, and structural elements (but not including light bulbs or lamps).
 2. Replacement of mechanical, electric and plumbing at the facilities upon the non-reparable failure of the same.
- C. Each party shall be responsible for all material and labor costs associated with their agreed upon duties as set forth in the preceding paragraphs.
- D. The selection and use of labor shall comply with all State and Local ordinances, laws and regulation, including, but not limited to, the Illinois Prevailing Wage Act.
- E. The selection and installation of all fixtures and lamps shall comply with all local electrical regulations and codes, and shall be approved by the Village prior to their installation or use.

ARTICLE VIII ADVERTISING & SIGNAGE

- A. Approval of Signage. Licensee shall have the right to erect advertising signage upon the ball diamond outfield fences, and at such other locations at Swanson Park as may be

approved by the Village, subject to the following conditions:

1. Licensee shall obtain Village approval prior to erecting any signage. The Village Administration shall act on a request for signage within two weeks of receipt of such request. Should the Village fail to approve, deny, or otherwise act upon a properly submitted request, the request shall be considered approved. The Village Administration may approve the signage request, or it submit the request the Village Board at the next regularly scheduled meeting more than two weeks after the request.
2. All signage shall be of an appropriate subject matter, and nature for an intended viewing audience consisting of children and families.
3. Signage containing subject matter, which at the Village's sole discretion is not appropriate for viewing by children and families, or which is adult themed in nature, including, but not limited to, advertisements of alcohol, or tobacco products, shall be denied.

ARTICLE IX INSURANCE

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

ARTICLE X INDEMNIFICATION

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

ARTICLE XI SCOPE OF VILLAGE INVOLVEMENT

- A. The Licensee acknowledges and agrees that this document does not constitute a contract for services between the Village and Licensee, and that the Village grants Licensee solely a license to be on and use the Premises for authorized uses.
- B. Licensee acknowledges that the granting of this License does not create a partnership or other joint venture between Licensee and Village, and that all debts and obligations created by Licensee's use of Village Facilities are the sole responsibility of Licensee.
- C. Licensee acknowledges that the granting of this License does not create, nor should it be construed as, a Lease or any other property right.
- D. The Licensee further acknowledges that neither the Village or its elected officials have entered into any agreement, written or oral, with the Licensee for work performed or to be performed on the Premises, including any work or supporting activities for the authorized activities and that the Licensee will not hold the Village responsible or liable for any costs associated with such work or work contracted for by third parties. Additionally, the Licensee will promptly pay for any contracted work performed at the Licensed Premises and will indemnify and hold the Village harmless as to any lien claim.

that may be made by a contractor against public funds associated with the licensed Premises. ANY AGREEMENT FOR SERVICES WITH THE VILLAGE OF ROSCOE MUST BE IN WRITING AND AUTHORIZED BY VILLAGE RESOLUTION.

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

ARTICLE XII ANNUAL SUBMITTAL OF ORGANIZATION INFORMATION

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

ARTICLE XIII DEFAULT

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

If to the Village:

Village Administrator
Village of Roscoe
10631 Main Street, Box 283
Roscoe, IL 61073
Josef@roscoeIL.gov

With a copy to:

Village President
Village of Roscoe
10631 Main Street, Box 283
Roscoe, IL 61073
cgustafson@villageofroscoe.com

and

Village Attorney Thomas Green
BSLBV
6833 Stalter Drive
Rockford, IL 61108
tgreen@bslbv.com

If to Licensee:

Stateline Fastpitch Softball, Inc.
Attn: Dennis McKinney
PO Box 525
Roscoe, IL 61073
denny@statelinesportsgroup.com

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

such remedies as are available to it in law or equity, including without limitation injunctive relief, as appropriate.

ARTICLE XIV MISCELLANEOUS PROVISIONS

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

[SIGNATURE PAGE TO FOLLOW]

LICENSEE:

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

By: _____

Name: Dennis McKinney_____

Title:_____

Date:_____

LICENSOR:

The Village of Roscoe, Illinois
an Illinois municipal corporation

By:_____

Name: Carol Gustafson

Title: Village President

Attest: _____

Name: Stephanie Johnston

Title: Village Clerk

Approved _____

[Resolution: _____]

**Special Event
Application Form**

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

☐ Assembly ☐ Block Party ☐ Neighborhood Garage Sale

Name of the Event and Sponsoring Organization:

MEMORIAL DAY PARADE / VFW POST 2955

Nature of Event:

PARADELocation of Event: Roscoe - main Street Projected Attendance: 250Address of Organizer: 11385 2nd Street Phone Number: (815) 623-7663Event Date(s): Monday - May 26, 2025Event Hours: 9:00 ☒ am/pm until NOON am/pmSetup/Assembly Date: May 26, 2025 Start Time: 9:00am ☒ am/pmDismantle Date: May 26, 2025 am/pm Completion Time: NOON am/pmPlease describe, in specific details, the scope of your setup/assembly work:
(submit separate document if necessary)Coordinate Line up of parade participants

Will this event require use of fireworks?

☐ Yes☒ No

Will this event require street closures

☒ Yes☐ No

Will alcohol be served?

☐ Yes☒ No

Will signage be posted?

☒ Yes☐ No

Will food be served?

☐ Yes☒ No

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

Phone: (815) 623-2829

*

Fax: (815) 623-1360

*

Email: permits@villageofroscoe.com



Special Event Application Form

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

Name: Ruben Hernandez Phone Number: [REDACTED]

Email: [REDACTED]

Additional Comments:

Applicant Signature:

[REDACTED]

Date:

02/10/2025

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

OFFICIAL USE ONLY

Date Filed: 2-27-2025

Village Administrator: _____ Date: _____
Signature

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

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

Receipt

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

Special Event
Hold Harmless Agreement

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

known as NFW Post 7455

to be held Main St, Roscoe, IL

Signed this 10 day of February, 2025

Ruben Hernandez
Name

14380 Dorr Rd P. So. Beloit, IL 61080
Address

[Redacted Signature]

Witness [Signature]

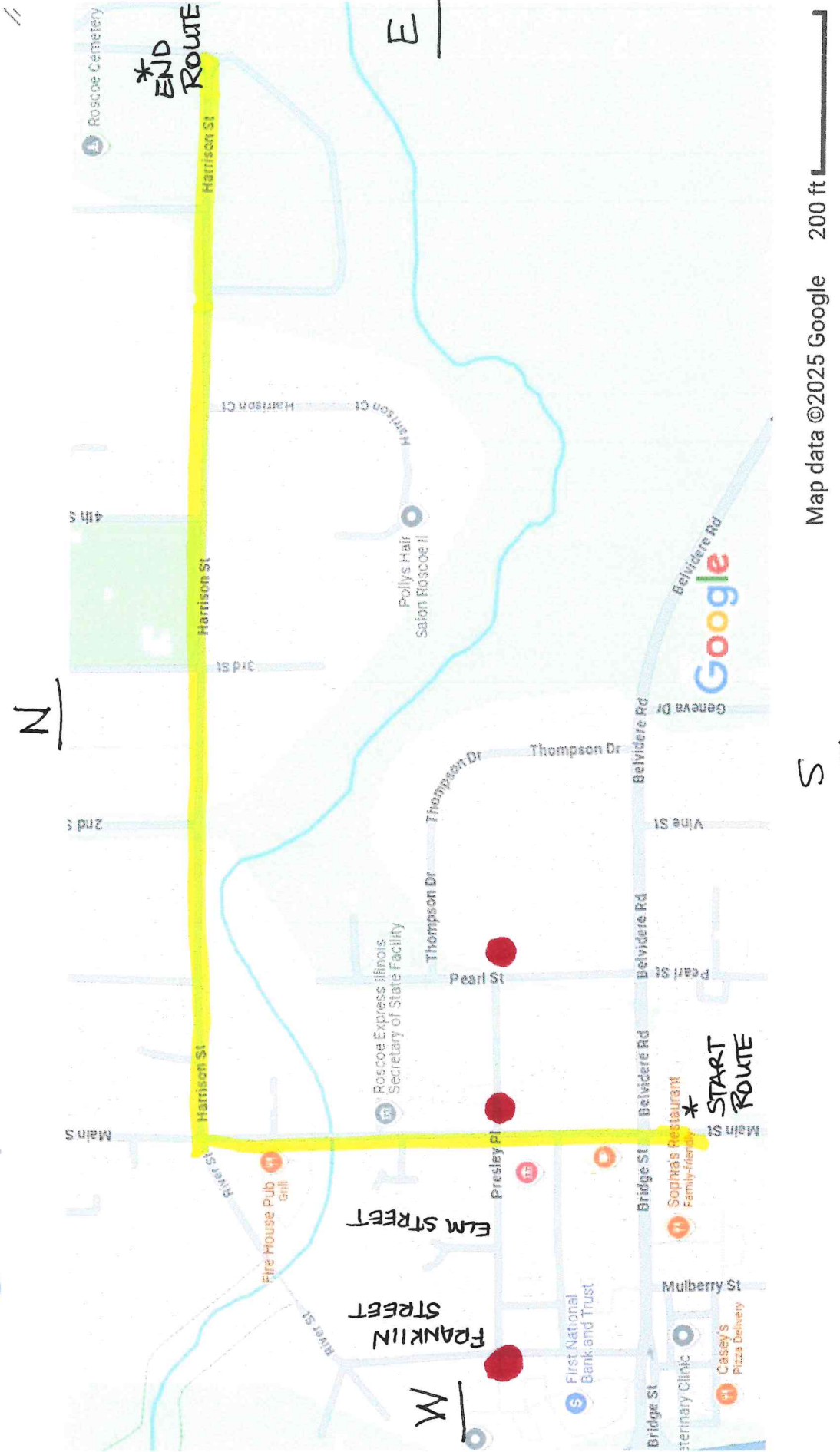
Special Event
Site Plan Exhibit

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

Event Site Plan:

Please see attached map

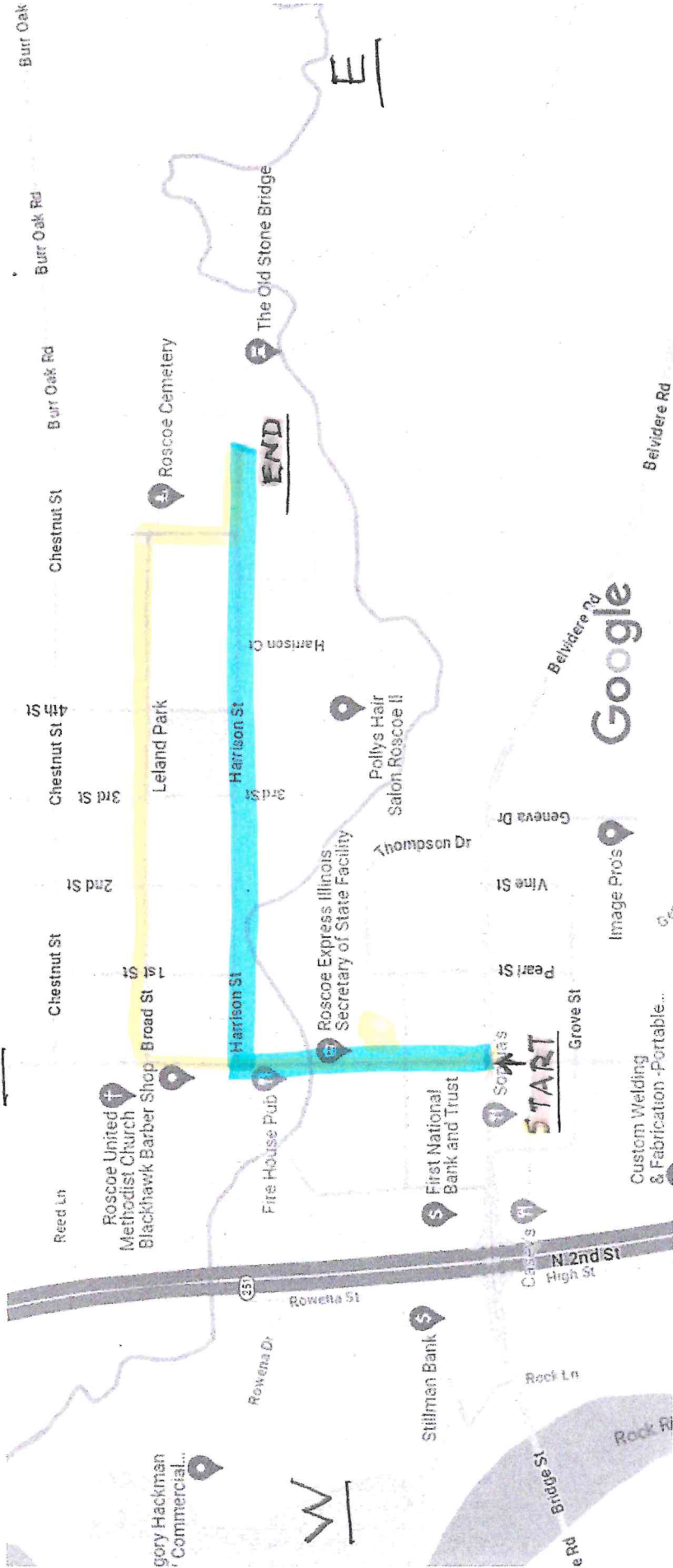
*Thank
you!*



= PARADE ROUTE

= BARACADES: FRANKLIN ST / PRESLEY ST
PRESLEY ST / PEARL ST

Google Maps



parade Route



CERTIFICATE OF LIABILITY INSURANCE

Item # 5.
DATE (MM/DD/YYYY)
07/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GATEWAY CITY INSURORS LLC d/b/a GATEWAY INSURANCE 9302 GRAVOIS RD ST LOUIS MO 63123		CONTACT NAME: BRAD BEINEKE PHONE (A/C, No, Ext): 314-631-5111 FAX (A/C, No): 314-631-5115 E-MAIL ADDRESS: brad@gatewaycanhelp.com	
INSURED ROSCOE VFW POST #2955 11385 2ND ST ROSCOE IL 61073		INSURER(S) AFFORDING COVERAGE INSURER A: U.S. INSURANCE COMPANY OF AMERICA INSURER B: MARKEL INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	20IL0000103BOP	08/01/2024	08/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ EXCLUDED					
	PERSONAL & ADV INJURY \$ 1,000,000					
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		NO COVERAGE			COMBINED SINGLE LIMIT (Ea accident) \$
	☐ BODILY INJURY (Per person) \$					BODILY INJURY (Per accident) \$
	☐ PROPERTY DAMAGE (Per accident) \$					PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR		NO COVERAGE			EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	☐ DED ☐ RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	MWC0171938	08/01/2024	08/01/2025	PER STATUTE ☒ OTH-ER ☐
	E.L. EACH ACCIDENT \$ 1,000,000					
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
A	LIQUOR LIAB @ 11385 2ND ST ROSCOE IL 61073	X	20IL0000103BOP	08/01/2024	08/01/2025	EA OCCURRENCE 1,000,000
	AGGREGATE 1,000,000					

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

A Veterans Fraternal, civic, non-profit organization philanthropically fund raising for the benevolence of Veterans and the Community. The Auxiliary and other groups associated in the Post are additional insured's.

The additional insured is listed below for general liability & liquor liability.

CERTIFICATE HOLDER

CANCELLATION

Veterans of Foreign Wars of the United States 406 W 34th St Kansas City MO 64111	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brad W. Beineke
--	--

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Labree Property

Request for Proposals (RFP) Outline
Summary Report by Place Foundry

MEMO

The Developer Solicitation Summary Report outlines the structure for the Labree Property RFP. This document represents a critical step in transforming this significant Main Street District property into a catalyst development that aligns with our community's vision.

Memo Purpose:

- Provide an overview of the proposed RFP structure and content
- Outline key requirements, evaluation criteria, and desired outcomes
- Establish a timeline for the developer solicitation process
- Seek your input and approval before finalizing the detailed RFP packet

Requested Action: Please review this summary and provide feedback by March 6, 2025, so we can incorporate your guidance into the final RFP document. With your approval of this framework, our consultant team will develop the comprehensive RFP packet for release on March 20, 2025.

What Will Be in the Final RFP Packet:

1. Property information
2. Comprehensive design guidelines and development parameters
3. Complete submission requirements and format specifications
4. Financial proposal templates and requirements
5. Selection process details and evaluation committee composition
Draft development agreement framework
6. Supporting exhibits (site aerial, Main Street District plan, market data)

The final RFP packet will be submitted to the board for formal approval at the March 18 meeting, prior to publication.

Labree Property

Request for Proposals (RFP) Outline
Summary Report by Place Foundry

SECTION 1: Executive Summary

This section outlines the key opportunity presented by the Labree Property development, provides essential details about the site, and establishes the timeline for the developer solicitation process. The Executive Summary frames the project as a catalyst for revitalizing the Main Street District in alignment with the community's vision.

The Village of Roscoe seeks a qualified developer to transform the historic Labree Property (2.57 acres at 11245 Main Street) into a signature mixed-use development that will catalyze revitalizing the Main Street District. This property represents a key opportunity to implement the community's vision outlined in the Main Street District Blueprint.

Key Development Opportunity

- Prime 2.57-acre site** in the heart of Roscoe's Main Street District
- Existing 2,232 sq ft historic house** (built 1870s) with potential for adaptive reuse
- Zoned CR Retail and Service Commercial District**
- Proposed Schedule:
 - o RFP Issue: March 20, 2025
 - o Questions Due: April 19, 2025
 - o Submissions Due: May 29, 2025
 - o Selection: June/July 2025

Labree Property

Request for Proposals (RFP) Outline
Summary Report by Place Foundry

SECTION 2: Project Context & Vision

This section establishes the broader context for the Labree Property development within Roscoe's Main Street District initiatives. It articulates the key Place Principles guiding the project and demonstrates how this development opportunity aligns with and supports other ongoing district improvements and organizational efforts.

Main Street District Context

The Labree Property is situated within Roscoe's developing Main Street District. This 501(c)(3) non-profit organization is a collaborative effort between businesses, property owners, and community members dedicated to creating a vibrant downtown area.

Development Vision

The Village seeks a development that exemplifies the six Place Principles established in the Main Street District Blueprint:

- Gathering Place - Create welcoming public spaces that foster community connections
- Vibrant Economy - Support diverse businesses and economic activity
- Choice Destination - Develop unique attractions drawing visitors from throughout the region
- Seamlessly Connected - Ensure pedestrian-friendly design with strong connections to surroundings
- Resilient Environment - Incorporate sustainable design features and practices
- Celebrate Heritage - Honor Roscoe's history while creating new community landmarks

Alignment with Current Initiatives

This development opportunity directly connects with ongoing district improvements:

- New public plaza and park at Main St. and Hodges Run
- Pop-up retail program launching in 2025-2026
- Enhanced streetscape and public realm improvements
- Formation of the Business District Alliance to support business growth

Labree Property

Request for Proposals (RFP) Outline
Summary Report by Place Foundry

Section 3: Development Requirements

This section defines the specific parameters and expectations for Labree Property development, establishing clear guidelines while allowing for developer creativity. It addresses physical development requirements and implementation considerations to ensure proposals meet the Village's needs and align with the district's vision.

Minimum Program Requirements

- Commercial Space: Minimum ground floor leasable commercial space
- Site Utilization: Maximize the development potential of the 2.57-acre parcel
- Public Space: Incorporate meaningful community gathering spaces
- Design Quality: High-quality architecture that establishes a design standard for the district
- Sustainability: Integrate sustainable design elements and practices

Design Standards

- Ground Floor Uses: Active commercial uses at street level
- Building Articulation: Varied massing and façade treatments
- Materials: High-quality, durable materials consistent with district design guidelines and character
- Connectivity: Strong pedestrian connections to adjacent properties and public spaces

Implementation Approach

- Realistic phasing plan
- Clear financial structure requiring no Village subsidy
- Professional project management approach
- Marketing strategy to attract quality tenants

Labree Property

Request for Proposals (RFP) Outline Summary Report by Place Foundry

SECTION 4: Evaluation Criteria

This section establishes a comprehensive framework for objectively assessing developer proposals, ensuring a fair and transparent selection process. The weighted criteria reflect the Village's priorities, balancing design excellence with financial feasibility, developer capacity, community benefit, and implementation strategy.

The Village will evaluate proposals based on the following criteria:

1. Development Concept & Design
 - Alignment with Blueprint vision
 - Architectural design quality
 - Site planning and connectivity
 - Sustainability elements
2. Market Viability & Financial Feasibility
 - Market analysis and strategy
 - Financial plan credibility
 - Timeline realism
 - Financial capacity
3. Developer Experience & Capacity
 - Relevant experience
 - Team qualifications
 - Completion track record
 - Local market knowledge
4. Economic & Community Impact
 - Economic benefits
 - Tax base enhancement
 - Public amenities
 - Local business support
5. Implementation Strategy
 - Phasing plan
 - Marketing strategy
 - Project management
 - Risk mitigation

Labree Property

Request for Proposals (RFP) Outline Summary Report by Place Foundry

SECTION 5: Desired Outcomes

This section articulates the Village's vision for success across multiple dimensions, clearly showing how this development will benefit Roscoe. By defining specific outcomes regarding physical development, economic impact, and community benefit, this framework establishes metrics against which the project's success can ultimately be measured.

Physical Development Outcomes

- High-quality commercial/mixed-use development that enhances Main Street's character
- Architecture that sets a high standard for future development
- Creation of pedestrian-friendly environments and public spaces
- Sustainable design features

Economic Outcomes

- Significant increase in property tax assessment
- Creation of new jobs (both construction and permanent)
- Attraction of new businesses to Roscoe
- Catalyst for additional private investment along Main Street

Community Benefits

- Creation of new community gathering spaces
- Enhanced walkability and connectivity
- Addition of amenities that serve residents
- Support for existing nearby businesses
- Creation of a destination that draws visitors

Labree PropertyRequest for Proposals (RFP) Outline
Summary Report by Place Foundry**SECTION 6: Next Steps**

This section outlines the immediate action items for Village Trustees and establishes a clear timeline for moving the project forward. The defined process ensures momentum will continue from this summary report through the release of the RFP, developer selection, and the start of construction, providing accountability and transparency for all stakeholders.

For Village Trustees

- Review and approve this Developer Solicitation Summary Report
- Finalize the RFP document based on this framework
- Approve RFP release schedule
- Determine the composition of the selection committee

Timeline

- Trustee Review & Approval: March 18, 2025
- RFP Release: March 20, 2025
- RFP Due Date: May 21, 2025
- Developer Selection: June 2025
- Development Agreement: July 2025
- Projected Construction Start: TBD