

### **Meeting Agenda**

#### **Location:**

Village Hall -10631 Main Street Roscoe, IL 61073

#### **Committee of the Whole**

Tuesday, April 02, 2024 [immediately following Village Board Meeting]

#### CALL TO ORDER

#### ROLL CALL

#### APPROVAL OF THE MINUTES

**1.** Approval of the Minutes for the **March 19, 2024** Committee of the Whole meeting

#### **PUBLIC COMMENT** (limited to 3 minutes per speaker)

#### **OLD BUSINESS**

#### **NEW BUSINESS**

- 2. Discussion and recommendation of entering into an agreement with **Thayer Lighting** for upgrading interior lights at Village Hall.
- Discussion and Recommendation of the purchase of a general duty bucket and 12' box/push plow from Altorfer Cat for the Villages loader.
- 4. Discussion and recommendation of the creation of the position of **Permitting & Licensing Assistant.**
- 5. Discussion and recommendation for approval of the hiring of an **Administrative Assistant for Village Hall.**
- **<u>6.</u>** Discussion of a Village of Roscoe Main Street Incubator / Shops Project
- 7. Discussion and Recommendation of entering into a professional services agreement with Fehr-Graham & Associates for completion of soil borings and geotechnical report for the Hodges Run property located at the southeast corner of Hodges Run and 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, March 19, 2024

#### CALL TO ORDER

Administrator Kurlinkas called to order Meeting.

#### **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

Administrator Kurlinkas entertained motion for approval of minutes:

Approval of the Minutes for the March 05, 2024 Committee of the Whole Meeting.

Motion made by Trustee Mallicoat, Seconded by Trustee Plock. 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**

None

#### **NEW BUSINESS**

Administrator Kurlinkas summarized new business:

1. Approval of Special Event Permit for Stateline Chamber's Pour in the Park. (Riverside Park 05/04/2024)

Riverside Park 11-4, Approximately 250 attendees with food trucks and alcohol. This is a Stateline Chamber Fundraiser.

Motion made by Trustee Plock, Seconded by Trustee Wright.

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

2. Approval of Special Event Permit for the 4th Annual Disc Golf for Suicide Prevention; Marshmallow's Hope. (Porter Park 06/30/2024)

Administrator Kurlinkas summarized the recommendation and called on Code Enforcer Officer Vic Wilder who provided an overview of the event. This is the 4th annual Disc Golf event to raise awareness to Youth Suicide Prevention. This event is sponsored by the Marshmallows of Hope Charity. The event will be held at Porter Park disc golf course on June 30, 2024. The cabin will be utilized as part of this event and Police and Fire have both approved this event for safety purposes. This event will host approximately 60 participants.

Motion made by Trustee Petty, Seconded by Trustee Wright.

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

3. Approval of Special Event Permit for the Rock Valley Radio Control Flying Club's Radio Control, float flying of model planes. (Chicory Ridge Park 06/22/2024)

Administrator Kurlinkas summarized the recommendation, stating This annual event is sponsored by the Rock Valley Radio control Flying Club. The event is held at Chicory Ridge Park on June 22, 2024. The event is to begin at 8 am and will conclude at 3:00 pm. The organization has asked for permission to have a small boat on the pond to retrieve any planes that may not land properly.

Motion made by Trustee Plock, Seconded by Trustee Wright.

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

4. Discussion and Recommendation of designating the Village Administrator to serve as the Village's Representative on the Board of Trustees of the Northern Illinois Land Bank Authority.

Committee of the Whole Meeting Meeting Minutes - March 19, 2024

Item # 1.

Administrator Kurlinkas summarized the recommendation stating the Winnebago County Landbank (Northern Illinois Land Bank Authority), was established in 2019, with the Village of Roscoe becoming a member in 2021. Formed by intergovernmental agreement, the Landbank is able to use the statutory

authority of the member entities to acquire vacant or abandoned proprieties located within Winnebago and Boone County. It then works to get those properties back onto the tax rolls of the member municipalities. This may include legal action to remove tax or other liens on the property or marketing the properties to investors who are able to renovate and rehabilitate the properties. Our landbank is self-sustaining and is able to offer its services through grants. Each member municipality has a vote on the acquisition and disposition of landbank property, as well as a say in the landbank's budget and management. Additionally, the Land Bank may not acquire or sell any property within the corporate limits of a Member jurisdiction without the prior consent, in writing, from the Trustee representing that Member jurisdiction. The Village has been without a representative to the Landbank for over a year. It is important that the Village continue to participate in this program, and designate a representative so that the Village continues to have a say in Landbank Activities. properties out of the landbank.

Motion made by Trustee Mallicoat, Seconded by Trustee Plock. 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**

Motion made by Trustee Babcock, Seconded by Trustee Plock.

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

### VILLAGE OF ROSCOE





Agenda Item:	Upgrading Lights at Village Hall		
Date:	04/02/2024	Meeting:	Committee of The Whole
Prepared by:	Troy Taylor	Department:	Public Works

#### **Overview/Background Information**

Thayer lighting, the company that did the led light upgrades at Porter cabin and the back-conference room at Village Hall, has sent staff a lighting proposal for the Village Hall. This proposal is for upgrading all the lights in the offices, board room, bathrooms, hallways, and secretary of state to led lights.

Thayer lighting works with ComEd to receive rebates for switching over to led light fixtures. The Village received \$3,802.59 in rebates dropping the total project to \$11,408.70

#### **Key Issues**

- The can lights light bulbs in board room and hallways are going to be stopped being produced soon
- Led lights will last a long time and will use less energy.
- This project includes labor/installation

#### **Fiscal Note/Budget Impact**

This project is budgeted for in the 2024 budget. There is \$50,000 for Village Hall improvements.

#### **Prior Legislative Actions**

N/A - This is first time at the Committee of The Whole.

#### **Action Required/Recommendation**

Staff Recommends that the Committee of The Whole approve Thayer lightings proposal for \$11,408.70 to upgrade all lights at Village Hall to led.

Committee of The Whole approval to send to Village Board.

#### Attachments

- Proposals from Thayer lighting.



# LIGHTING PROPOSAL



March 5, 2024

Josef Kurlinkus
Village of Roscoe
10631 Main St
Roscoe, IL 61073-8564

Proposal Number: 20240301-VillageofRoscoe - Village Hall - SBO

Hello Josef,

Thank you for allowing Thayer Energy Solutions to be your partner in updating your business with the most energy efficient lighting products. You have taken the first step to reducing your energy costs, reducing your operating costs and providing the best work environment for your employees and customers.

On the following pages you will find a summary of the savings you will experience as well as your total project investment. If you have any questions about this information, please contact your Energy Advisor.

Should you find our proposal to be acceptable, you need only sign the final page of this document and return it to your Energy Advisor. Our Project Manager will then be in touch with you to schedule the installation of your new energy efficient systems.

Since 1988, Thayer Energy Solutions has retrofitted over 100 million square feet of commercial industrial space. I am confident you will find our customer service to exceed your expectations. As the owner of Thayer, I personally guarantee the integrity of our staff and quality of our products.

Thank you for the opportunity to work with you.

Patti Thayer Owner/President

Thayer Energy Solutions 959 Industrial Court Loves Park,IL 61111 (815) 282-1112



# SUMMARY

**Net Project Cost** 

\$5,404.89

Simple Payback

3.6 Years

**Annual Savings** 

\$1,432.65

**Total Savings Over 10 Years** 

\$16,951.30

**Annualized ROI** 

41.4%

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Total Return on Investment (ROI)	413.6%
Annualized ROI (over 10 years)	41.4%
Simple Payback	3.6 Years

#### **PROJECT INVESTMENT**

Project Cost	\$9,207.48
Total Project Cost	\$9,207.48
Rebates	-\$3,802.59
Net Project Cost	\$5,404.89

#### **COST SAVINGS**

Annual Energy Savings	\$1,155.83
Annual HVAC Savings	\$152.57
Annual Maintenance Savings	\$124.25
Total Annual Savings	\$1,432.65
Total Savings Over 10 Years	\$16.951.30

#### **ENERGY SAVINGS**

Energy Reduction	58%
Energy Savings	10,507 kWh
Proposed Energy Usage	7,704 kWh
Existing Energy Usage	18,212 kWh

Thayer Lighting 959 Industrial Court Loves Park,IL 61111

Item # 2.



# ENVIRONMENTAL IMPACT



CARBON REDUCTION



### **DOING YOUR PART**

LED lamps and tubes not only consume a fraction of the energy consumed by older lighting technologies like incandescent lamps, they can last almost five times as long. LEDs also contain no mercury. By doing nothing more than investing in this lighting upgrade, you've done your part to help future generations enjoy our planet.



# **MATERIALS SUMMARY**

### **Existing Fixtures**

Location	Fixture	Qty	Watts
Board Room & Foyer	Direct / Indirect 4L 4ft T8	6	113 W
Entry	Wall 2L 4ft T8	4	56 W
Hall	Direct / Indirect 4L 4ft T8	2	113 W
Hall	Direct / Indirect 2L 4ft T8	1	56 W
Offices	2x4 Recessed 3L 4ft T8	43	84 W
Kitchen	2x4 Recessed 2L 4ft T8	2	56 W
Back Hall & Closet	Wrap 3L 4ft T8	4	84 W
Hall Closet & Restrooms	2x2 Recessed 2L 4ft T8 U6	3	56 W
Plans Room	Wrap 4L 4ft T8	3	113 W
Plans Room	Wrap 3L 4ft T8	4	84 W
Back Restrooms	2x4 Recessed 3L 4ft T8	2	84 W
IT Room	2x4 Recessed 4L 4ft T8	1	113 W
ComEd 15% Public Sector Bonus Limited Time Only		-	- W

### **Proposed Fixtures**

Location	Fixture	Qty	Watts
Board Room & Foyer	4 lamp 4ft LED T8 with External Driver 40K	6	48 W
Entry	2 lamp 4ft LED T8 with External Driver 40K	4	24 W
Hall	4 lamp 4ft LED T8 with External Driver 40K	2	48 W
Hall	2 lamp 4ft LED T8 with External Driver 40K	1	24 W
Offices	LED 2x4 Volumetric Troffer Retrofit 25/30/35W 35-50K	43	35 W
Kitchen	LED 2x4 Volumetric Troffer Retrofit 25/30/35W 35-50K	2	35 W
Back Hall & Closet	3 lamp 4ft LED T8 with External Driver 40K	4	36 W
Hall Closet & Restrooms	2 lamp U6 LED T8 with External Driver 40K	3	26 W
Plans Room	4 lamp 4ft LED T8 with External Driver 40K	3	48 W



# **MATERIALS SUMMARY**

Plans Room	3 lamp 4ft LED T8 with External Driver 40K	4	36 W
Back Restrooms	LED 2x4 Volumetric Troffer Retrofit 25/30/35W 35-50K	2	35 W
IT Room	LED 2x4 Volumetric Troffer Retrofit 25/30/35W 35-50K	1	35 W
ComEd 15% Public Sector Bonus Limited Time Only	ComEd 15% Public Sector Bonus Limited Time Only	1	- W



# TERMS AND CONDITIONS

Customer has reviewed all information in this proposal and ComEd Installation Agreement and agrees to the following terms with Thayer Lighting, Inc.

- 1. Payment Terms: 50% deposit due upon order. 50% due upon completion. Any adjustments will be reflected upon a final invoice. Your payment is due upon receipt of this invoice.
- 2. In the event of default Payment, Customer agrees to pay outstanding balance, all costs of collections, and all legal fees, which may incur.
- 3. Project Manager will contact customer to schedule installation between the hours of 7:00am-4:30pm. Installation may vary by 1 or 2 days, customer will be notified.
- 4. Customer and employees must be willing to vacate work space and assist in moving furniture, etc. as Thayer installers move throughout the building. Customer recognizes that there will be an additional charge for labor if Thayer Lighting, Inc. is required to spend additional time or return to customer location due to installation area not being available for installation at agreed upon time.
- 5. Project Manager will discuss on-site storage with customer prior to installation beginning.
- 6. Any additions to the enclosed scope of work will be provided in a separate proposal and must be signed by a representative of Customer and Thayer Lighting, Inc. Fixture quantities may be +/- what is shown on the original scope of work and what is ultimately installed. This will be detailed on the change order, however pricing per fixture remains as quoted and a new balance due will be provided to the Customer. Customer is charged only for what is installed.
- 7. I certify that replaced equipment will be permanently removed by Thayer Lighting, Inc. I also certify that all materials removed, will be permanently taken out of service and disposed of in accordance with local codes and ordinances, and that nor resale of replaced equipment has or will take place.
- 8. ComEd incentives are subject to approval from ComEd and not controlled or guaranteed by Thayer Lighting, Inc.
- 9. ComEd nor Thayer Lighting, Inc. does not guarantee energy savings listed in this proposal.
- 10. Customer recognizes that this proposal is proprietary work product of Thayer Lighting, Inc. and agrees not to share the document with competing vendors (or employees thereof) of Thayer Lighting.
- 11. Labor warranty 1 year from project date.
- 12. Please note that there will be an additional 3.15% fee reflected on invoices for all credit card payments.
- 13. Quotes are valid 30 days.

#### **Exclusions**

The following items are not included:

1. Overtime or premium time hours.



- 2. Cutting and/or patching of Roof, Floor, Parking Lot, Sidewalk, Ceiling or Walls.
- 3. Allowances for any work not listed in this proposal.
- 4. Permits or Plan Review fees.
- 5. Bonds.
- 6. Painting.
- 7. Ceiling tile or T Bar repair or replacement.
- 8. Repairs to or replacement of any existing conduit or wiring.
- 9. Correcting pre existing electrical deficiencies.

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rint Name:	
ate:	



# LIGHTING PROPOSAL



March 5, 2024

Josef Kurlinkus

Village of Roscoe

10631 Main St

Roscoe, IL 61073-8564

Proposal Number: 20240301-VillageofRoscoe - Village Hall - Can Lights & Sconces

Hello Josef,

Thank you for allowing Thayer Energy Solutions to be your partner in updating your business with the most energy efficient lighting products. You have taken the first step to reducing your energy costs, reducing your operating costs and providing the best work environment for your employees and customers.

On the following pages you will find a summary of the savings you will experience as well as your total project investment. If you have any questions about this information, please contact your Energy Advisor.

Should you find our proposal to be acceptable, you need only sign the final page of this document and return it to your Energy Advisor. Our Project Manager will then be in touch with you to schedule the installation of your new energy efficient systems.

Since 1988, Thayer Energy Solutions has retrofitted over 100 million square feet of commercial industrial space. I am confident you will find our customer service to exceed your expectations. As the owner of Thayer, I personally guarantee the integrity of our staff and quality of our products.

Thank you for the opportunity to work with you.

Patti Thayer Owner/President

Thayer Energy Solutions 959 Industrial Court Loves Park,IL 61111 (815) 282-1112



# SUMMARY

Project Cost **\$6,003.81** 

**Annual Saving** 

\$629.89

**Total Savings Over 10 Years** 

\$7,349.79

Annualized ROI

**22.2**%

<b>RETURN ON INVESTMENT</b>	(ROI)
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Total Return on Investment (ROI)	222.4%
Annualized ROI (over 10 years)	22.2%

#### **PROJECT INVESTMENT**

Project Cost	\$6,003.81
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#### **COST SAVINGS**

Annual Energy Savings	\$462.77
Annual HVAC Savings	\$61.08
Annual Maintenance Savings	\$106.04
Total Annual Savings	\$629.89
Total Savings Over 10 Years	\$7,349.79

#### **ENERGY SAVINGS**

Existing Energy Usage	7,361 kWh
Proposed Energy Usage	3,154 kWh
Energy Savings	4,207 kWh
Energy Reduction	57%



# ENVIRONMENTAL IMPACT



CARBON REDUCTION



### **DOING YOUR PART**

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# **MATERIALS SUMMARY**

### **Existing Fixtures**

Location	Fixture	Qty	Watts
Board Room	Downlight CFL 2 x 26W 7-8"	20	66 W
Board Room	Sconce CFL Plug in 2 x 26W	2	66 W
Hallway	Downlight CFL 2 x 26W 7-8"	17	66 W

#### **Proposed Fixtures**

Location	Fixture	Qty	Watts
Board Room	16W/23W/29W 8 inch Recessed Downlight 27-50K	20	29 W
Board Room	Ellusion - LED Medium Wall Sconce - with Seeded Glass - Polished Nickel Finish	2	15 W
Hallway	16W/23W/29W 8 inch Recessed Downlight 27-50K	17	29 W



# ERMS AND CONDITIONS

Customer has reviewed all information in this proposal and ComEd Installation Agreement and agrees to the following terms with Thayer Lighting, Inc.

- 1. Payment Terms: 50% deposit due upon order. 50% due upon completion. Any adjustments will be reflected upon a final invoice. Your payment is due upon receipt of this invoice.
- 2. In the event of default Payment, Customer agrees to pay outstanding balance, all costs of collections, and all legal fees, which may incur.
- 3. Project Manager will contact customer to schedule installation between the hours of 7:00am-4:30pm. Installation may vary by 1 or 2 days, customer will be notified.
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- 7. I certify that replaced equipment will be permanently removed by Thayer Lighting, Inc. I also certify that all materials removed, will be permanently taken out of service and disposed of in accordance with local codes and ordinances, and that nor resale of replaced equipment has or will take place.
- 8. ComEd incentives are subject to approval from ComEd and not controlled or guaranteed by Thayer Lighting, Inc.
- 9. ComEd nor Thayer Lighting, Inc. does not guarantee energy savings listed in this proposal.
- 10. Customer recognizes that this proposal is proprietary work product of Thayer Lighting, Inc. and agrees not to share the document with competing vendors (or employees thereof) of Thayer Lighting.
- 11. Labor warranty 1 year from project date.
- 12. Please note that there will be an additional 3.15% fee reflected on invoices for all credit card payments.
- 13. Quotes are valid 30 days.

#### **Exclusions**

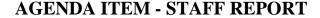
The following items are not included:

1. Overtime or premium time hours.



- 2. Cutting and/or patching of Roof, Floor, Parking Lot, Sidewalk, Ceiling or Walls.
- 3. Allowances for any work not listed in this proposal.
- 4. Permits or Plan Review fees.
- 5. Bonds.
- 6. Painting.
- 7. Ceiling tile or T Bar repair or replacement.
- 8. Repairs to or replacement of any existing conduit or wiring.
- 9. Correcting pre existing electrical deficiencies.


### VILLAGE OF ROSCOE





Agenda Item:	Agenda Item: Purchase of Loader General Duty Bucket & 12' Box/Push Plow		
Date:	04/02/2024	Meeting:	Committee of The Whole
Prepared by:	Troy Taylor	Department:	Public Works

#### **Overview/Background Information**

The Villages new loader came with a 4 in 1 bucket. This bucket has hydraulic cylinders that open and close part of the bucket to be able to pick up items (trees, logs, etc.). These hydraulic cylinders will be exposed to a lot of salt (which will lead to leaking seals and rust) when we use the loader to load all the vehicles to salt the roads in. Also, these cylinders, along with the split bucket, could potentially bend if used to pick up big boulders.

The proposed bucket, is a general duty bucket that does not open and close. This has no cylinders to rust or bend. Staff will use this bucket in the winter times for salt loading, bulk snow removal that could have salt in from the roads, and any summer projects that could potentially bend the 4 in 1 bucket.

The 12' box/push plow will be used to clear parking lots more efficient and help with plowing on the streets in cul-da-sacs and intersections.

#### **Key Issues**

The general duty bucket will protect the 4 in 1 bucket the Village has now.

The box/push plow with help with efficiency when plowing.

Both bucket and plow are from Cat to work with our Cat loader

Cat is under Sourcewell for cooperative purchasing contracts

#### **Fiscal Note/Budget Impact**

The Village approved \$20,000 for the bucket and box/plow in the 2024 budget.

The total through Altorfer Cat for the bucket and box/plow is \$17,850.00

#### **Prior Legislative Actions**

N/A

#### **Action Required/Recommendation**

Committee of The Whole approval to send to Village Board.

#### Attachments

Email quote from Altorfer Cat.



14" Steel Edge Straight Push: \$11,200.00

16" Steel Edge Straight Push: \$12,100.00



\$7,500.00

Cat General Duty 2.7 YD3 Cutting Edge Bucket:

**Hey Troy** 

Please let me know this works and if you have any questions

Thank you

### **Kyle Klotz**

Machine Sales Representative
Altorfer Cat
5055 South Main Street Rockford, Illinois 61102
Cell: 815-601-0335 | kyle.klotz@altorfer.com



#### **Troy Taylor**

From:

Kyle Klotz <kyle.klotz@Altorfer.com>

Sent:

Wednesday, March 20, 2024 12:51 PM

To:

Troy Taylor

Subject:

RE: Bucket and Plow

**Hey Troy** 

You are good to use the same numbers we originally quoted

\$7,500.00 for the bucket (360-3321) and \$10,350.00 for the 12' Box Push (477-9891)

From: Troy Taylor <publicworks@villageofroscoe.com>

Sent: Friday, October 27, 2023 1:32 PM
To: Kyle Klotz <kyle.klotz@Altorfer.com>

Subject: RE: Bucket and Plow

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for getting me these numbers.

Troy Taylor Village of Roscoe Public Works Superintendent 815-877-0746



From: Kyle Klotz < kyle.klotz@Altorfer.com > Sent: Friday, October 27, 2023 1:23 PM

To: Troy Taylor < publicworks@villageofroscoe.com >

Subject: RE: Bucket and Plow

### VILLAGE OF ROSCOE





Agenda Item:	Creation of the position of Permitting & Licensing Assistant at Village Hall		
Date:	March 29, 2024	Meeting:	Committee of the Whole – 04-02-2024
Prepared by:	Anne Hanson / Josef Kurlinkus	Department:	Human Resources

#### **Overview/Background Information**

Over the past several years, the duties of the Village's administrative assistant have been expanded, and now include overseeing much of the licensing and permitting taking place within the Village. This often includes initial meetings with applicants, verifying compliance with Village code, and much of the preliminary work that is required before an application or permit is issued. Because the amount of time that must be devoted to this role has expanded, we believe it is time to spin off these duties into a separate position, which we would call the Permitting & Licensing Assistant. We would then fill the position of Administrative Assistant whose duties would be more clerical in nature.

The Village's current administrative assistant, Janel Reidinger was instrumental in creating procedures that the Village has implemented to streamline the zoning permit & development review process. She currently oversees the Village's liquor license process, and brings additional skills from her work experience prior to joining the Village. Our intent would be to promote Janel into this new role, and look to fill the vacant administrative assistant position.

#### **Key Issues**

- 1) Spin-off licensing and permitting duties to the new position of Permitting & Licensing Assistant.
- 2) Promote the current Village Hall administrative assistant to the new position.
- 3) Fill the vacant administrative assistant position with a new hire.

#### **Fiscal Note/Budget Impact**

This would be a full-time position with the initial wage established at: \$25.96 per hour.

#### **Prior Legislative Actions**

None

#### **Action Required/Recommendation**

Recommend to the Board for Approval, the creation of the position of Permitting & Licensing Assistant.

#### **Attachments**

Job Description



# VILLAGE OF ROSCOE POSITION DESCRIPTION

**Job Title:** Permit/Licensing Assistant

**Department:** Village Hall

**Reports to:** Village Administrator

**Status:** Full Time

Prepared Date: March 21, 2024

This position processes the submittals of permits and licenses as necessary; performs general office work involving a variety of clerical procedures including payment processing. This position interfaces with customers as a primary component of the job and provides customer assistance in person and over the phone.

To succeed in this role, the ideal candidate will need to effectively communicate to a full range of people, inside and outside the organization and work cooperatively and effectively with others.

We are looking to add a team member capable of remaining calm and professional under pressure and have the capacity to understand and be sensitive to the feelings of others. The ideal candidate will have the ability to prioritize requests and responsibilities effectively.

#### **Essential Duties and Responsibilities:**

- Verify completion of permit application; distribute submittal documents to internal and external Village departments and consultants for review; track status of reviews and required submittals
- Review and issue basic residential over the counter permit applications (ie. decks, sheds, pools and fences)
- Enters permit and license applications into computer data base and prints/emails permits and licenses.
- Prepares and submits for recording fence waivers for constructing in the easements.
- Contacts applicants if necessary to request additional information.
- Responsible for collecting permit and license fees
- Ensures proper documentation and recording with general ledger cash register codes.
- Balances cash daily.
- Schedules various meetings and inspections for the department on an as needed basis and collects appropriate signatures.
- May serve as go-between for code enforcement and engineer.

- Works with engineer to distribute submittal documents to officials for review; track status of review, keeps master log
- Performs a variety of clerical duties such as typing correspondence, records, reports, forms, which may require the exercise of judgment in selecting information and suitable format.
- Establishes new filing units and systems and maintains control of items out of file. Issues and maintains files on various licenses such as liquor licenses, employee server registrations, gaming/vending/amusement, solicitor, used car dealer and mobile home licenses.
- Processes annual license renewals and may on occasion prepare invoices for unpaid licenses.
- Verifies pertinent information relating to licensing.
- Special events; create new, plan, promote and hold successful events

#### **Qualifications:**

- Qualified candidates must possess a high school diploma
- Experience in a public building department permit review and processing setting or similar government setting is preferred.
- Prior customer service experience preferred.
- Must also be able to effectively manage one's time, solve problems and exercise sound judgment in a multi-tasking environment.
- Must be detail oriented and exercise considerable independent judgment in making determinations on various important problems, which do not involve deviations from established policies and procedures.
- Applicants will be required to interpret and apply Village policies and procedures, written instructions, and general correspondence; must demonstrate the ability to complete assignments accurately and within established deadlines.

## VILLAGE OF ROSCOE





Agenda Item:	Hiring new Admin Assistant for Village Hall		
Date:	4/2/24	Meeting:	Committee of the Whole
Prepared by:	Anne Hanson	Department:	Human Resources

#### **Overview/Background Information**

Joe and I agree that it is time to promote Janel and open up this position for a new hire.

#### **Key Issues**

Joe and I have discussed using GovHR as a tool to hire new employees for 2024. This is a resource we have not used before and it is competitively priced (annual subscription of \$600 for unlimited listings) when compared advertisements in the local newspapers (which usually comes with an online post as well).

#### **Fiscal Note/Budget Impact**

This position is accurately budgeted.

#### **Prior Legislative Actions**

None

#### **Action Required/Recommendation**

I recommend the Board approve the hiring of a new Admin Assistant to replace Janel.

#### **Attachments**

Job description



# VILLAGE OF ROSCOE POSITION DESCRIPTION

**Job Title:** Administrative Assistant

**Department:** Village Hall

**Reports to:** Village Administrator

Status: Full Time

Prepared Date: March 21, 2024

This position provides general administrative support for the Village President, Village Administrator, Human Resources, Zoning and other departments as assigned. Duties will include call taking and routing, filing, mailing, scheduling, document creation, data entry, records keeping, customer service and general administrative support.

#### **Essential Duties and Responsibilities**

- Provides customer service by assisting the public both in person and by phone;
- Performs technical and clerical functions including but not limited to using internet web browser, database programs, spreadsheets, word processing;
- Receive monies from the public, issue receipts and transfer funds to Village Treasurer;
- Maintenance of office equipment and ordering office supplies;
- Provides research, coordination and administrative support for other departments when assigned;
- Schedule and maintain calendar of park rentals;
- Assists in the maintenance of Village Hall department records;
- Assists in the maintenance of schedules for the Village President and Village Administrator;
- Serves as a departmental contact to the public, receiving, processing and following citizen inquiries, providing complaint resolution and information;

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

#### **Technical Qualifications**

- Possess High School diploma, preferably supplemented by college level course work in public administration, business administration, communications or related program.
- Communicate effectively verbally and in writing, demonstrate mastery of spelling and grammar.
- Demonstrate computer literacy, including mastery of Word, Excel, Power Point, Teams, Adobe and database management.
- Ability to schedule and organize teleconference calls and virtual meetings
- Experience dealing with public contact and communications with increasingly responsible administrative experience is desired.
- Any combination of education and experience, which provides the applicant with the
  desired skills, knowledge and ability required to perform the job, may be substituted for
  these qualifications.
- Experience in a municipal environment is desirable.

#### **Personal Qualifications:**

- Comfortable working in a team environment.
- Sound judgment and decision-making skills.
- Ability to establish and maintain effective working relationships with the general public, elected and appointed officials and Village employees.
- Meticulously organized with an ability to prioritize efforts and multi- task.
- Excellent time management with an ability to complete tasks in a timely manner.
- Ability to analyze and revise operating practices when needed to improve efficiency.
- Handle confidential and complex information of a sensitive nature requiring considerable discretion.
- Patient and professional when interacting with the public, courteous and diplomatic in the
  exchange of information and present a positive image of the Village in a variety of
  circumstances.

Work hours are 8:30 am - 5:00 pm Monday through Friday. Starting hourly rate will be between \$18.00 and \$20.00 based on qualifications.

The Village of Roscoe provides a comprehensive benefits package that includes medical, dental, vision and prescription benefits, life insurance coverage, flexible spending, employee assistance program and participation in the Illinois Municipal Retirement Fund (IMRF).

The Village of Roscoe is an Equal Opportunity Employer.



# How it Started

- Visited the Chalets in Muskegon, Michigan
- Received a \$110,000
  grant from the City as
  well as use of an
  underutilized parking lot
  adjacent to our thriving
  Farmers' Market.
- Built 8 shops in the spring of 2020 with lots of volunteers and donations



Two additional shops built in 2021 with help by the local high school building trades class.





8 Shops Opened June of 2020





# Additional Amenities

- · Provided:
  - Heat/Air conditioning
  - Electric
  - · WiFi
  - Exterior Security cameras
  - Waste removal and port-apotties
  - General maintenance
  - · Digital locks
- Fill Planters twice a year summer/holidays
- Sundays with Santa 4 Sundays after Thanksgiving 12-2 pm



## Four Years at the Boardwalk:

- 35 Tenants
- 14 currently in brick-and-mortar locations
- \$1,380,201 in sales as of October 2023

## 14 Businesses now in Brick-and-Mortar







### Preseason

- Preseason
  - Release and Promotion of Application
    - December January
  - Coordination of jury process
    - Distribution of applications
    - Collect applicant samples
    - Facilitate jury session
  - Contact all applicants on jury selection



## Working with Tenants

- Collect
  - Leases
  - · High resolution logo
  - Insurance certificates
  - Necessary health department permits
- · Invoice and collect payments
- Shop placement and access codes
- Coordinate pre-season meeting
- Select dates and times for monthly tenant training
  - · Reserve selected location

## Preseason Promotion

- Issue press release
- · Update website
- Social media post announcing tenants leading up to opening day
  - Cross promote where possible
- Encourage tenants to follow and share posts to increase reach





## Boardwalk Shop Committee

- Introduce committee to tenants
- Assign weekly tenant visits
- Determine topics and recruit speakers for monthly meetings
- Meet monthly to discuss ongoing issues and ways to improve the Boardwalk

### Season Marketing Support

- A minimum of two social media posts weekly as well as cross promotion on other MainStreet accounts
- Logo on website
- Mention in bi-monthly publications sent to all Batavia households
- Mention in regional visitors' guide
- Inclusion in MainStreet annual event poster, rack cards, weekly enewsletter and downtown directory
- A-frame promotion at the Farmers' Market (2500+ attendees weekly)



## MainStreet Staff Support

- Work with Shops to create promotions
  - Create and share social events & posts
  - Add to MainStreet community calendar
- Professional Photography
  - Twice a year opening/holidays
- Coordination of monthly meetings
- Share Boardwalk Shop information with City Council





**Lessons Learned** 

## Set Clear **Expectations**

- Provide tenants with what they can expect for MainStreet before the start of the season
- List what MainStreet expectations of the **Boardwalk Shop** tenants

## THE BATAVIA MAINSTREET

Support Boardwalk Shop tenants can expect from MainStreet

#### AMENITIES & SPECIAL EVENTS

- Provision of space which includes:
- Heat/air conditioning
   Electric (up to a specified amount)
- Internet
- Overall site security cameras - Waste removal & port-a-potties
- Digital locks
- Planters filled twice a year summer and holidays
- \*Access to Farmers' Market patrons (2,500+ weekly) o May - October
- · Sundays with Santa in December

#### MARKETING & PROMOTION

Advertising support
 Social media
 Boardwalk Instagram and Facebooks

Monthly post on: MainStreet

- Artisan Collective

   Logo and link to website on MainStreet Boardwalk Shop website
- Weekly mention in MainStreet Newsletter
- At least two press releases (start of season and Sundays with Santa)

A-frame at Farmers' Market A-frame at the Boardwalk Shops with Hours Banner with Hours on Rt 25 fence

6 x 4 hanner for corner of Wilson and Rt 25 with holiday hours Professional photos twice (to be used in MainStreet marketing) -start of season & holidays Mention in Aurora CVB guide and The Batavian

Inclusion in Batavia Chamber of Commerce Chamber bucks program

#### EDUCATION NETWORKING & SUPPORT

- Open communication with MainStreet staff and Beardwalk Shop Committee
- · Monthly education sessions with business exports
- Monthly meetings to collaborate with shops and MainStree
- · Inclusion in quarterly merchant meetings













additional exposure, tag @bataviaboardwalkshops and @downtownbatavia

Must get approval from the Boardwalk Shop committee when adding products not

MAINSTREET EXPECTATIONS OF BOARDWALK SHOP TENANTS

No merchandise can be displayed outside the shop other than directly on individual porch.

Must keep shop and surrounding area clean, neat and safe

Insurance must be current the entire length of the lease

Friday 9:00 am to 5:00 pm

Tenants are expected to promote their business. To gain

Saturday 9:00 am to 5:00 pm Sunday 11:00 am to 4:00 pm

included in application (email to Beth@downtownbatavia.com).

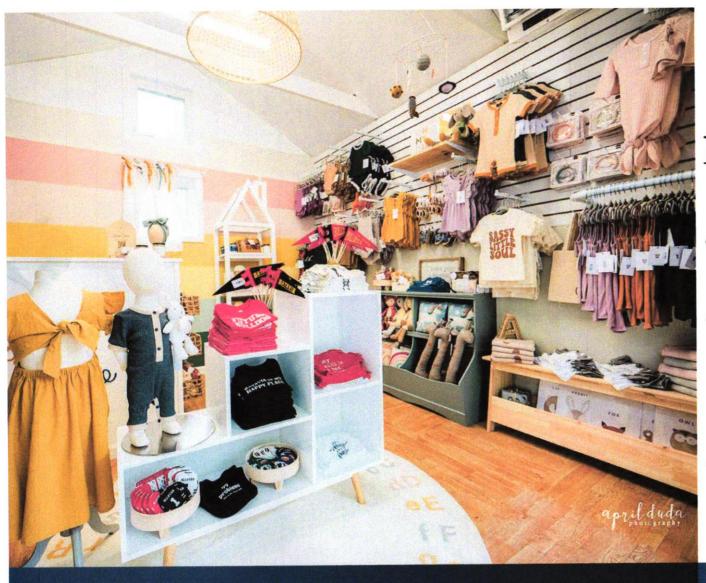
· Shops must be open during the mandated hours

Tenants will be responsible for weekly rotation of chores Complete list of tasks and weekly schedule will be posted in the shed

Any tenant caused damage is the responsibility of the tenant to repair

. Timely payment of rent

If questions or concerns arise, tenants are asked to promptly contact MainStreet staff. Beth Walker, Executive Director- beth@downtownbatavia.com and/or Kristen Desler, Assistant Director- kristen@downtownbatavia.com.

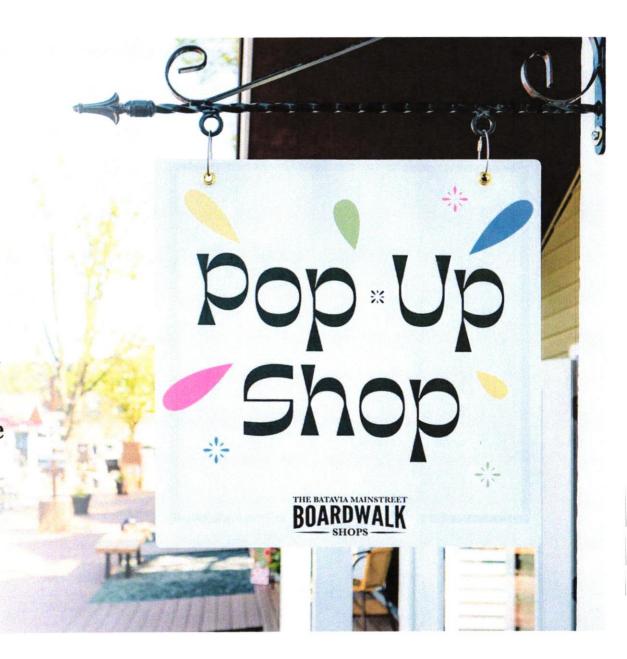


## Convey realistic picture of life or the Boardwalk

- Retail slow times and how to fill down time
- Tenants are responsible for creating their own promotions
- MainStreet is a support tool

# Combating Lack of Variety in Applicants

- Creating of the Pop-up Shops
  - Offered to current Artisan Collective participants
  - Offers something new weekly
  - Gives businesses an opportunity to experience the boardwalk
  - Hope to increase the application pool for upcoming seasons



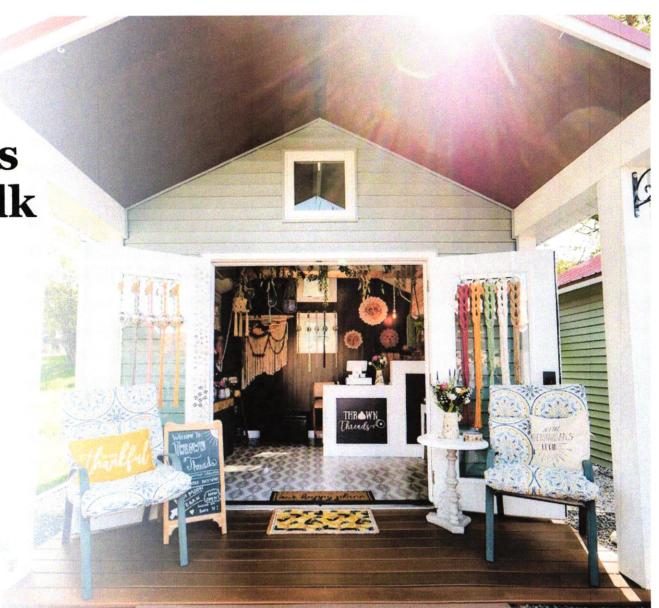


## Recruiting Businesses to Apply

- Build relationships with vendors who participate in our other programs
  - · Artisan Collective
  - · Farmers' Market
  - WinterFest Art Market
- Be proactive about soliciting vendors
  - Visit other markets
  - Think about what your downtown is missing
  - Have a consumable to create repeat visits

## Adjusting long-term Goals for the Boardwalk

- Started as an incubator to fill vacancies in town but now most small spaces are filled
- Has become a destination to increase foot traffic downtown
- How to keep the shops fresh for the future.





## **Questions**



#### **CITY OF BATAVIA**

TO: Daniel Chanzit, Chairman, Government Services

FROM: Laura Newman, City Administrator

DATE: January 10, 2019

RE: RESOLUTION 20-008-R: Authorizing Execution of a Grant Agreement with

Batavia Mainstreet for Development of the Boardwalk Shops

At the December 3, 2019 Committee of the Whole Meeting, Batavia Mainstreet requested funding from the City of Batavia to build the Boardwalk Shops and associated boardwalk at the northern half of the Art Stop public parking lot located at the southeast corner of Wilson St. and S. River St.. The attached memo explains the project and identifies the source of funding that would be used. At that meeting, the COW approved providing a grant of \$110,000 to Batavia Mainstreet for this project.

RES 20-008-R authorizes execution of a Grant Agreement which sets forth each parties rights and responsibilities with respect to the grant. City Staff and Batavia Mainstreet have met and worked through several drafts of the agreement and we recommend that the Committee of the Whole approves recommending this resolution to be approved by the City Council at its next scheduled meeting on Tuesday, January 21, 2020.

#### CITY OF BATAVIA

TO: Daniel Chanzit, Chairman, Government Services

FROM: Laura Newman, City Administrator

DATE: December 4, 2019

RE: RESOLUTION 19-131-R: Awarding a Grant in the Amount of \$110,000 to Batavia MainStreet

for the Construction of the Boardwalk Shops of Batavia

On December 3, 2019, Batavia MainStreet made a presentation to City Council requesting funding to build small (9x9 to 9x12) shed-like structures and an attached boardwalk on the north side of the Art Stop parking lot. The sheds are part of a project called "The Boardwalk Shops" and are modeled on a similar program in Muskegon, Michigan called "The Western Market Pop-Up Chalets". The chalets were featured in a Strong Towns article last year:

https://www.strongtowns.org/journal/2018/2/19/low-cost-pop-up-shops-create-big-value-in-muskegon-michigan

In June 2019 a contingent of city staff, Marty Callahan, members of MainStreet's board and their Executive Director traveled to Muskegon to see the project firsthand and talk with Muskegon city staff who spearheaded the project. Following this visit a report was made to City Council who gave direction to staff to further pursue the project in cooperation with Batavia Mainstreet.

Batavia MainStreet has done an excellent job sourcing materials and services to build the shops as economically as possible. City staff has met with MainStreet at several junctures in the planning process to provide advice and information concerning feasibility of design and minimum requirements such as ADA accessibility.

MainStreet is proposing to control labor costs by partnering with the building trades department at Batavia High School to build the structures. This offers students hands on construction experience. It also offers drafting students the opportunity to work with a licensed architect on the design documentation. Batavia Public Schools is requesting that the City of Batavia execute a Partnership Agreement which promises that the City will provide the funding to build the structures.

At the conclusion of Mainstreet's presentation on December 3, 2019, Council voted unanimously to provide Mainstreet with a grant of \$110,000 to build the Boardwalk Shops of Batavia. The Grant Agreement was prepared by staff and reviewed by the City Attorney.

Funding for the project is available from the amount leftover from a now defunct state sponsored microloan program. The account has a total of \$296,000, \$150,000 of which City Council has already designated to fund the Gateway Improvement Grant Program earlier this year. Council has previously expressed the intent that this money be used to fund economic development activities. The Boardwalk Shops project certainly fits squarely within that purpose as it is meant to be a unique attraction for visitors and an opportunity for fledgling businesses to establish a presence in our downtown.

Staff recommends that the Committee of the Whole recommends to City Council approval of RES 19-131-R Awarding a Grant in the Amount of \$110,000 to Batavia Mainstreet for the Construction of the Boardwalk Shops of Batavia.

#### CITY OF BATAVIA, ILLINOIS RESOLUTION 20-008-R

### AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH BATAVIA MAINSTREET FOR DEVELOPMENT OF THE BOARDWALK SHOPS

WHEREAS, Alderman Martin Callahan brought to City Council the proposal that the City of Batavia should consider creating a group of small shops similar to a project he had read about called the Pop-Up Chalets at the Western Market in Muskegon, Michigan; and,

WHEREAS, representatives of City Council, City Staff and Batavia Mainstreet travelled to Muskegon, Michigan to see the shops in person and unanimously were of the opinion that a similar program could be successful in the City of Batavia; and,

WHEREAS, Batavia Mainstreet presented their plan for the Boardwalk Shops of Batavia to the Committee of the Whole on December 3, 2019 and requested a grant of \$110,00, which was unanimously approved by all City Council members present; and,

**WHEREAS**, the City has funding available for economic development as a result of a now defunct state program which can be allocated toward the construction of the Boardwalk Shops of Batavia Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Batavia, Kane and DuPage Counties, Illinois, as follows:

**SECTION 1.** That the Mayor is authorized and directed to sign the Grant Agreement, attached as Exhibit #1 hereto, awarding Mainstreet a grant in the amount of \$110,000 for the construction of the Boardwalk Shops

	PRESENTED	by me as l	Mayor of	f said City	of Batavia,	Illinois,	this $21^{st}$	day of	January
2020									

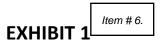
**APPROVED** by me as Mayor of said City of Batavia, Illinois, this 21st day of January, 2020.

Jeffery D. Schielke, Mayor

Ward	Aldermen	Ayes	Nays	Absent	Abstain	Aldermen	Ayes	Nays	Absent	Abstain
1	O'Brien					Baerren				
2	Callahan					Wolff				
3	Meitzler					Chanzit				
4	Malay					Knopp				
5	Uher					Beck				
6	Cerone					Russotto				
7	McFadden					Miller				
Mayor	Schielke									

VOTE: Ayes Nays Absent Abstention(s)
Total holding office: Mayor and 14 aldermen

ATTEST:	
Ellen Posledni	City Clerk



### GRANT AGREEMENT BETWEEN THE CITY OF BATAVIA AND BATAVIA MAINSTREET FOR CONSTRUCTION OF THE BOARDWALK SHOPS PROJECT

In order to promote economic development in downtown Batavia, the City of Batavia (the "City") has awarded a grant to Batavia Mainstreet (the "Mainstreet") in the total amount of \$110,000 for the period from December 16, 2019 to December 15, 2021. This Grant Agreement Between the City of Batavia and Batavia Mainstreet for the Construction of the Boardwalk Shops (the "Agreement") sets forth the terms and conditions of the grant award.

Payment Terms, Use of Funds: The grant will be paid in a single, up-front installment, provided that the City may hold back \$10,000 for the electric work to be provided by the City.

Mainstreet must accept the terms of this Agreement prior to disbursement of grant funds.

Within thirty (30) days of receiving the countersigned original of this Agreement, the City will disburse the grant funds to Mainstreet per mutually agreeable arrangements. Grant funds shall be used exclusively for the construction of eight (8) to twelve (12) moveable "boardwalk shops" designed as temporary space for retail and other commercial activity in the downtown area of the City of Batavia as set forth in the proposal, a copy of which attached to and incorporated into this Agreement by reference as Exhibit "A" subject to the terms this Agreement (the "Boardwalk Shops Project".

Budget: Grant funds shall be used exclusively for the labor and materials (the "construction costs") for the construction of the Boardwalk Shops, including the provision of electricity, which work shall be performed by the City of Batavia. If the City does not hold back \$10,000 for the electrical work, MainStreet shall reimburse the cost of the electrical work to the City Electric Utility from the grant funds provided in this Agreement. If the City holds back \$10,000 for the electrical work, the City shall disperse to MainStreet the balance of those funds that are not used for the electrical work or bill MainStreet for reimbursement of any cost of electrical work that exceeds the amount. MainStreet shall not use the funds for anything other than the construction costs without the prior, written consent of the City.

No Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the City to make any other or further grants or contributions to Mainstreet or any other person or entity for this or any other project.

Reporting: Mainstreet agrees to deliver to the City a quarterly report by the end of the month following each calendar quarter consisting of a narrative section and a financial section. The narrative section must include a short statement describing the progress made on the project over the previous quarter. The financial section must include financial statements detailing how all grant funds were expended in the quarter.

Reports may be submitted by hand delivery, e-mail, or postal mail as follows:

Laura Newman
City Administrator
100 N. Island Ave.

Batavia, IL 60510 Inewman@cityofbatavia.net

Unused Funds: At the conclusion of the grant period, Mainstreet agrees to return any unexpended or unaccounted for funds to The City, or to submit a written request for an extension of the grant period. Mainstreet agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistent with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete by the end of the grant period, as determined by the City in its sole discretion.

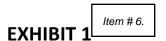
Utilities: Each month the City shall provide Mainstreet with a utility bill for the electricity used by the Boardwalk Shops and Mainstreet will pay owed amounts on or before the due date.

Records: Original receipts and invoices must be maintained by Mainstreet and shall be made available to The City upon request. Mainstreet agrees to maintain adequate financial records consistent with generally accepted accounting practices, and to retain such records for at least five years after the conclusion of the grant period. The City may monitor and conduct an evaluation of Mainstreet's operation to ensure compliance with this Agreement.

No Assignment: Mainstreet may not assign this Agreement or delegate performance of the terms of this Agreement or of the project to any other person or entity, without CC's prior written consent; except that MainStreet is authorized to work with the Building Trades Department at the Batavia High School to complete the Project, provided that MainStreet shall remain the party that is responsible and accountable to the City for Completion of the Project in keeping with the terms of this Agreement.

No Agency: The Mainstreet is solely responsible for all activities supported by the Grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship. The Mainstreet shall not represent itself as an agent of the City for any purpose and has no authority to bind the City in any manner whatsoever.

Ownership, Location, Maintenance, Removal: MainStreet will own the Boardwalk Shops and will determine how they will be used and by who for the purpose of adding commercial activity and spurring on commercial activity in the downtown area. The Boardwalk Shops will be installed initially at the Art Stop in Batavia and remain there, subject to any State, County and City ordinances rules and regulations that are applicable and any additional, reasonable terms and conditions the City might establish for the property and the Boardwalk Shops in not inconsistent with the terms of this Agreement. MainStreet shall be solely responsible for the maintenance of the Boardwalk Shops in good condition, provided that the City shall be responsible for electric repairs, roof repairs and structure repairs. MainStreet shall be solely responsible for operating the Boardwalk Shops and renting or otherwise allowing occupancy of them. If MainStreet fails to maintain the Boardwalk Shops or in keeping them rented or occupied, the City may provide the maintenance or operational oversight and charge MainStreet for the cost of that maintenance or operational oversight at the City's discretion.



Prevailing Wage: The Mainstreet is solely responsible for and assumes all risk with regard to compliance with all laws including but not limited to prevailing wage laws.

Indemnity: Mainstreet agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, directors, affiliates, employees, and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Mainstreet, its employees or agents, in applying for or accepting the grant, in expending or applying Grant funds, or in carrying out the project as set forth in the proposal.

Termination: This Agreement may be terminated by either party provided that the terminating party provides a minimum of ninety (90) days' written notice of its intention to terminate the Agreement, or as mutually agreed. The City may terminate the Agreement with a minimum of thirty (30) days' written notice if 1) Mainstreet is in breach of this Agreement or in violation of the ordinances or reasonable rules established by the City and Mainstreet has failed to remedy the breach or violation within thirty (30) days after receiving written notice of the particular breach or violation; 2) the Boardwalk Shops are more than fifty percent (50%) vacant, and the fifty percent (50%) continues for sixty (60) days or more; 3) MainStreet ceases to maintain or supervise the operations of the Boardwalk Shops; or 4) for other cause the City identifies specifically in the written notice. MainStreet shall remove the Boardwalk Shops within fourteen (14) days of the effective termination date. In the event of termination the City shall have the option to take ownership of any structures comprising the Project, including but not limited to the shops.

Governing Law, Forum: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to its conflict of laws provisions.

Entire Agreement: Mainstreet acknowledges and agrees that this Agreement represents the entire agreement between Mainstreet and The City with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by a writing signed by duly authorized representatives of both parties.

Authority: The person(s) signing this Agreement on behalf of Mainstreet represents and warrants to the City that he or she has the requisite legal authority and power to execute this Agreement, and to bind Mainstreet to the obligations contained herein.

Please return the original of this letter to the City, keeping a copy for your records.

THE CITY OF BATAVIA	
Jeffery D. Schielke, Mayor	
Date:	

Agreed to and accepted on behalf of Batavia Mainstr	eet:
Name:	
Title:	
Date:	
Witnessed By:	
Ellen Posledni, City Clerk	
Date:	

#### **EXHIBIT A**

#### Boardwalk Shops of Batavia - Project Description

Batavia Mainstreet is proposing to build the Boardwalk Shops project. The Boardwalk Shops will consist of 8-12 approximately 10 ft by 10 ft. structures resembling miniature houses to be located together on a boardwalk system. The initial location of the Boardwalk Shops will be the northern half of the Art Stop parking lot located at the southeast corner of Wilson St. and S. River Street, but they will be built in a manner that allows them to be moved to a new location if necessary and desired. 8 shops are expected to be built in 2020 and additional shops will be built in 2021 if the program is successful in maintaining occupancy of the initial 8 units.

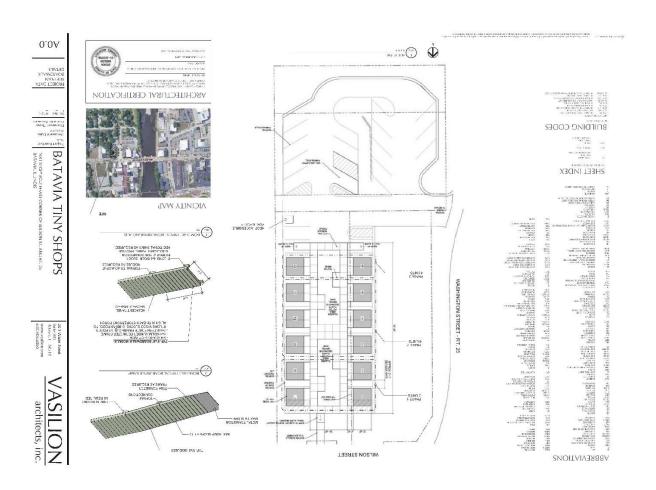
The purpose of the Boardwalk Shops is consistent with the City's economic development goals in that it:

- Provides a unique City amenity attracting local and regional shoppers
- Acts as a compliment to our popular downtown farmers market
- Provides a low-cost opportunity for a small business to enter the market in the hopes that they
  will grow their business and occupy a commercial space in our downtown
- Will assist other downtown businesses by being an attraction to help draw consumers to an area
  that will be the site of a major construction project that will begin in early 2020 and continue for
  three years

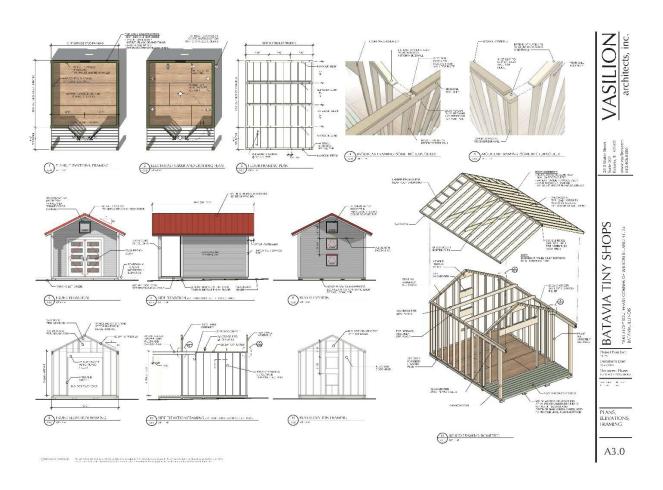
Another positive impact of the project is that it is a collaboration mainly between Batavia Mainstreet, who is coordinating and administrating the project, the City of Batavia, who is providing funding for the project and Batavia Public Schools, whose building trades department students will build the shops. In addition, numerous local businesses, professionals and volunteers have committed to providing building materials, professional services and labor for free or at substantially reduced costs. Like the Batavia Riverwalk, the Boardwalk Shops will be a shining example of how the people of the City of Batavia can come together and accomplish amazing things.

**Estimate Costs of building:** 

- -Estimated material \$8,000 per unit
  - does not include AC/Heat/Fans
- -\$7,000 material cost for boardwalk area
- -Art Stop site prep-estimated \$10-20,000
- -City Electric Department \$12,500
- -Professional Services \$2,500







#### VILLAGE OF ROSCOE





Agenda Item: Proposal for Hodges Run Property Soil Borings				
Date:	04/02/2024	Meeting:	Committee of the Whole	
Prepared by:	D 1 D		Public Works/Engineering	

#### **Overview/Background Information**

Per the direction of the Village Board, the Public Works/Engineering Department is submitting a proposal to complete geotechnical soil borings at the Hodges Run property. Once completed, a a report of the subgrade conditions will be submitted to the Village detailing water table levels and subgrade conditions with recommendations for fill placement/removal (if necessary) as needed for the potential business incubator development.

#### **Key Issues**

Staff would like to complete these investigations to ensure that the Village understands the subgrade conditions and potential negative impacts before advancing any development on the property. Our hope is that this report will not detail any adverse conditions.

#### **Fiscal Note/Budget Impact**

The proposal for these services is quoted at \$6,300 (lump sum).

#### **Prior Legislative Actions**

N/A

#### **Action Required/Recommendation**

Staff recommends approval of this proposal so that Fehr Graham is able to authorize the subconsultant, Geocon Professional Services, to begin the soil boring work.

#### **Attachments**

Fehr Graham proposal



March 28, 2024

Mr. Joseph Kurlinkus Village Administrator Village of Roscoe 10631 Main Street Roscoe, Illinois 61073

Re: Hodges Run Property Soil Borings

**Geotechnical Engineering Services Proposal** 

Dear Mr. Kurlinkus:

Fehr Graham is pleased to present you with the following proposal for geotechnical engineering services as they relate to the above-referenced project. As we understand, the Village of Roscoe is in the preliminary planning period for a business incubator development at the property owned by the Village located at the intersection of Main Street and Hodges Run.

#### **SCOPE OF PROJECT**

The proposed project is located at the southeast corner of Main Street and Hodges Run in the Village of Roscoe, Illinois. It is understood the Village is currently vetting the feasibility of developing the site into a small business incubator site which will include a parking lot, bathroom structure, several PCC slabs to support small/lightly loaded wooden shops, and other miscellaneous amenities.

#### **SCOPE OF SERVICES**

Fehr Graham will administer geotechnical engineering services through our sub-consultant, Geocon Professional Services, for this project.

Geocon proposes to complete a total of four (4) soil borings at a depth of 10 feet below existing grade at various locations throughout the four (4) parcels owned by the Village. Subsurface exploration will be secured using the Standard Penetration Test method at 2.5-foot intervals to a depth of 10 feet below grade. Groundwater level observations will be noted during the drilling activities and in the open borehole upon completion. Upon completion, the boreholes will be filled with cutting from the drilling process, and surface materials restored, as appropriate.

Laboratory visual classification and other testing will be performed to determine the behavioral characteristics of the subsurface materials encountered.

Geocon will also prepare a geotechnical report with recommendations for subgrade preparation and fill placement, as well as geotechnical parameters needed for the design and construction of the proposed business incubator site. All related testing reports will be submitted to the Village once completed.

March 28, 2024 Mr. Joseph Kurlinkus, Village of Roscoe Hodges Run Property Soil Borings Page 2

#### **EXCLUSIONS**

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

- » Design engineering and construction engineering services.
- » Topographic and Boundary survey.
- Stormwater pollution prevention plans and NOI.
- » IDOT coordination/permitting.
- Coordination with impacted adjacent property owners.
- » Environmental investigations and studies.
- » Construction staking.
- » Easement procurement.
- As-Built survey.
- » Title search.

#### **FEES**

Based on the information currently available, we are prepared to provide this service for a lump sum fee of **\$6,300.00**.

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

#### **AUTHORIZATION**

I trust that the information we have provided is in line with your expectations. If you would like us to proceed, please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

As always, Fehr Graham is willing to commit the necessary resources to this project to provide timely and competent solutions to assure that this project moves forward. We look forward to working with you on this project. In the interim, should you have any questions regarding this proposal, please feel free to contact me directly at (815) 238-4576.

Respectfully submitted,

Brown Boyer

Brandon M. Boggs

Engineer

BMB:adn

Attachments -

Agreement for Professional Services

<sup>\*</sup>Any of the above services can be performed as an additional cost to the project upon request.



Client Josef Kurlinkus Village of Roscoe 10631 Main Street Roscoe, IL 61073 815-623-2829 **Description of Services:** Village of Roscoe - Geotechnical Engineering Services for Hodges Run Property (Soil Borings) in Roscoe, IL Fehr Graham will provide professional services as related to the above-referenced project as detailed in the proposal letter, dated on March 28, 2024. COST: The fixed fee for performing the above services is \$6,300.00 The attached General Conditions are incorporated into and made a part of this Agreement. ACCEPTED AND AGREED TO: I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS. CLIENT: **CONSULTANT:** 

Signature

By

Name

Name

Seth W. Gronewold

Title

Title

Date Accepted

Date Proposed

March 28, 2024

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- 1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
- 2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
- 3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
- 4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this Agreement and to the partners, successor, executors, and assigns of such other party in respect to this Agreement.
- 5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
- 6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
- 7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.
  - In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.
  - If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.
- 8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
- 9. Construction Phase Activities (When applicable) In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.
  - The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
- 10. Estimates of Fees When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
- 11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
- 12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

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

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

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

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

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

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

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

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