



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Village Board of Trustees
Tuesday, May 07, 2024
6:30 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES

- 1. Approval of the Minutes** for the meeting of the Village Board of Trustees from **April 16, 2024.**

PUBLIC COMMENT (Limited to 3 minutes per speaker)

PRESIDENT'S REPORT

- 2.** Discussion of the proposed **elimination of the 1% grocery sales tax** by the State of Illinois.

TREASURER'S REPORT

- 3.** Cash Report and Bills
- 4.** Approval of Bills

CONSENT AGENDA

All items on the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda, and will be discussed and approved separately.

- 5. Approval of Resolution 2024-R24,** of approving a three-year extension to the Park Usage Agreement with **Stateline Baseball, Inc** for the continued use of Leland Park & Porter Park through **December 31, 2027.**
- 6. Approval of Resolution 2024-R25,** of approving a three-year extension to the Park Usage Agreement with **Stateline Fastpitch Softball, Inc** for the continued use of **Swanson Park** through **December 31, 2027.**
- 7.** Approval of **Special Event Permit** for the **Chicory Ridge Annual Garage Sale.** (Chicory Ridge Subdivision May 17, 18, and 19th, 2024.)

Village Board of Trustees
Meeting Agenda - May 07, 2024

- 8.** Approval of **Special Event Permit w/ Fireworks** for the Summer Party - All World Machinery Supply Inc. (6164 All World Way on June 22, 2024.)

MOTIONS AND RESOLUTIONS (Final action)

NEW BUSINESS (First reading or suspend rules)

- 9.** Approval of **Resolution 2024-R26**, authorizing entering into an agreement with **Lewis Brisbois Bisgaard & Smith LLP** to serve as special counsel for the Village of Roscoe in relation to the Village's involvement in Payton v. A.O. Smith corporation et al.
- 10.** Approval of **Resolution 2024-R26**, approving of the purchase of network security appliances from CDW-G for the quoted amount of **\$8,380.92**.

QUESTIONS AND REPORTS

- 11. Staff Report:** Police Department Updates & Recognitions [Presented by Sam Hawley, Chief of Police]
- 12. Staff Report:** Review of Sprague Road conditions and maintenance recommendations. [Presented by: Brandon Boggs, Village Engineer - Fehr Graham]

PUBLIC COMMENT (Limited to 3 minutes per speaker)

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Village Board of Trustees
Tuesday, April 16, 2024
6:30 PM

CALL TO ORDER

President Gustafson called Village Board Meeting to order at 6:30pm Tuesday April 16, 2024.

PLEDGE OF ALLEGIANCE

ROLL CALL

President Gustafson requested Roll Call:

PRESENT

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

ABSENT

Trustee Justin Plock

PUBLIC COMMENT (Limited to 3 minutes per speaker)

Janette Ronke, of Roscoe lives on Liddle Road off of Sprague Rd. She is following up on the concerns she addressed back in August 2023 regarding the road conditions. Janette stated it is dangerous going west on Roscoe Road to turn on Sprague Rd. The road is narrow and deteriorating and hasn't been seen in any of the meeting minutes as to when it would be addressed.

Bruce Stone, of Roscoe lives on Liddle Road. Mr. Stone stated that he has had extensive conversations with the administration regarding the deterioration of this road. He is considering doing a petition for this road between Rockton and Roscoe. Mr Stone stated there have almost been head on collision on the road due to the conditions. He believes road needs to be widened at least 4-6feet. The road needs to have paving done.

PRESIDENT'S REPORT

President Gustafson provided President's Report on following:

Village Board of Trustees
Meeting Minutes - April 16, 2024

Proclamation for Purple Up Day

Appointment of Nick Sommer 4 Year Term to SMTD

Introduction of Mr. Thompson, republican nominee for District Board 3 for Winnebago County Board. Mr. Thompson shared that he retired from Sundstrand Aero Space after 39 years of service. A lifelong resident of Illinois, 40 years Winnebago County Resident and 4-year Resident of Roscoe. Mr. Thompson expressed that every vote matters and it's an honor to serve.

Introduction of Sue Johnson representative of American Legion Children and Youth for the last five years. She appreciates the proclamation and looks forward to working with the Village serving the military families.

1. Issuance of a **Proclamation** recognizing **April 15, 2024 as "Purple Up Day"**.
Requested by: American Legion, Walter Graham Post No. 332

President Gustafson provided statement on proclamation for Purple Up Day, recognizing it as April 15, 2024.

April is the month of the military child and to recognize the difficulties children of our military have while growing up. Many times, these children will live with only parent while the other is deployed. Some of these children will move as many as 9 times from kindergarten through high school graduation. Purple Up for Military Kids indicates all branches of the military when you combine: Green Army, Red Marine, Blue Air Force, Navy, Coast Guard, Space force you get PURPLE.

2. Appointment and Confirmation of **Nick Sommer** to the **Stateline Mass Transit District (SMTD)** Board of Directors [4-year term].

President Gustafson entertained motion appointing Nick Sommer for SMTD for four year term,

Motion made by Trustee Wright,

Seconded by Trustee Sima.

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

Absent: Trustee Plock

APPROVAL OF THE MINUTES

3. Approval of the Village Board of Trustees **Meeting Minutes** for **April 02, 2024**.

President Gustafson entertained a motion to approve Minutes for April 2, 2024.

Motion made by Trustee Mallicoat,

Village Board of Trustees
Meeting Minutes - April 16, 2024

Seconded by Trustee Petty.

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

Absent: Trustee Plock

TREASURER'S REPORT

President Gustafson provided summary of Treasures Report.

4. Cash Report and Bills

President Gustafson provided summary of bills submitted for approval:

The total bills to be submitted for approval are expenditures per list of \$146,762.45

Payroll expenses: \$120,709.36

Cash on hand after payment of the bills \$8,093,792.44

Motor Fuel expenditures: \$22,875.75

Cash on hand in the Motor Fuel fund is: \$1,392,660.06

5. Approval of Bills

President Gustafson entertained motion for approval of paying bills:

Motion made by Trustee Petty,

Seconded by Trustee Babcock.

Discussion:

Trustee Mallicoat will be a NO on Ancel and Glink invoice # 103115

Trustee Petty inquired about the Enterprise Truck for Public Works, Troy stated new F550 replacing the old F550, you have to pay half of the upcharge. Trustee Petty asked if the Village is trading, Troy stated the Village could either let Enterprise Auction, or Village can use own. Better options for Enterprise since it is nationwide. Truck is worth about \$30-\$40k.

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

Absent: Trustee Plock

CONSENT AGENDA

All items on the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the Consent Agenda, and will be discussed and approved separately.

President Gustafson provided summary of consent agenda for following items voted as one:

- 1- Hodges Run Soil Boring Proposal
- 2- Village Hall Lighting Upgrade
- 3- Purchase of Loader Bucket & 12' Push Plow
- 4- Creation of Permit/Licensing Clerk Position at Village Hall

- 6. Approval of **Resolution 2024-R19**, 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.

President Gustafson entertained a motion:

Motion made by Trustee Mallicoat,

Seconded by Trustee Petty.

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

Absent: Trustee Plock

- 7. Approval of **Resolution 2024-R20**, approving an agreement with Thayer Lighting to perform lighting upgrades at Village Hall for an amount not to exceed **\$11,408.70**.

President Gustafson entertained a motion;

Motion made by Trustee Mallicoat,

Seconded by Trustee Petty.

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

Absent: Trustee Plock

- 8. Approval of **Resolution 2024-R21**, authorizing the purchase of a standard bucket and a 12' box plow from **Altorfer Cat** not to exceed **\$17,850.00**.

President Gustafson entertained a motion:

Motion made by Trustee Mallicoat,

Seconded by Trustee Petty.

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

Absent: Trustee Plock

- 9. Approval of **Resolution 2024-R22**, creating of the position of **Permitting & Licensing Assistant**.

President Gustafson entertained motion:

Motion made by Trustee Mallicoat,

Seconded by Trustee Petty.

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

Absent: Trustee Plock

MOTIONS AND RESOLUTIONS (Final action)

None

NEW BUSINESS (First reading or suspend rules)

- 10. Approval of **Resolution 2024-R23**, awarding **Rock Road Companies, Inc.** the contract for the completion of the **2024 Residential Streets Program** for the amount of **\$687,359.00**.

President Gustafson entertained motion to suspend rules,

Motion made by Trustee Sima,

Seconded by Trustee Wright.

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

Absent: Trustee Plock

President Gustafson entertain motion to approve,

Motion made by Trustee Mallicoat, S

Seconded by Trustee Wright.

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

Absent: Trustee Plock

QUESTIONS AND REPORTS

Trustee Sima requested to visit where Liddle and Sprauge are located? Administrator Kurlinkas stated that it is owned both by Roscoe and Rockton. Roscoe has a small portion of the road and ends at the

water tower. From the water tower it is Rockton, Trustee Sima asked are these folks just stuck in no man's land? Brandon stated he believes that Roscoe jurisdiction ends at box culvert, but Roscoe maintains plowing up to the water tower. The road does need maintenance, the middle is good, but edges are deteriorating, and it is narrow. Brandon and Troy will look into this and present memo form to board. Trustee Babcock stated there are no houses on the Sprauge Road, the houses are on Liddle Road, Rockton Side.

PUBLIC COMMENT (Limited to 3 minutes per speaker)

None

EXECUTIVE SESSION (IF NECESSARY)

President Gustafson entertained motion to move to Executive Session

Motion made by Trustee Sima,

Seconded by Trustee Wright.

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

Absent: Trustee Plock

President Gustafson entertained motion to move back to Open Session - NO ACTION TAKEN

Motion made by Trustee Mallicoat,

Seconded by Trustee Petty,

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

Absent: Trustee Plock

ADJOURNMENT

President Gustafson entertained motion to adjourn:

Motion made by Trustee Mallicoat,

Seconded by Trustee Petty.

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

Absent: Trustee Plock

POLICY SPOTLIGHT | APRIL 11, 2024

Should Illinois Eliminate the State Grocery Tax?

The state of Illinois imposes a “Retailer’s Occupation Tax” (ROT), or sales tax, of 6.25% on general merchandise and 1% on qualifying food, drugs, and medical appliances.¹ The 1% tax is charged on most food items for home consumption, or “food at home” (FAH) and is often referred to as a “grocery tax.” The state grocery tax plays a role in local government finance because a portion of state receipts are passed through to municipalities. Illinois is among 13 states that impose a grocery tax (Figueroa & Legendre, 2020).²

Grocery taxes are a controversial way to raise revenue. Because low-income households spend a much higher share of their income on food than better-off households, the concern is that the grocery tax may be regressive, so that low-income households end up paying more than their “fair share” of taxes. A tax on FAH may also encourage consumer substitution into less nutritious food away from home (FAFH). Because of this, the grocery tax could have an adverse impact on lower-income households’ health.

Under current law, one percentage point of the state’s 6.25% ROT (or 16% of state ROT

Author

Institute of Government and Public Affairs

Elizabeth T. Powers, Interim Associate Director, Institute of Government and Public Affairs, Associate professor in the Department of Economics at the University of Illinois at Urbana-Champaign. An expert on family centered policies, including child care, she has assisted the Illinois Department of Human Services and other policy actors.

collections) is passed through to municipal governments.³ Elimination of the grocery tax would lower ROT revenue by reducing the taxable base of retail sales.⁴ In 2022 Gov. Pritzker and the General Assembly agreed to suspend the grocery tax for state fiscal year (SFY) 2023 (P.A. 102-0700). From July 1, 2022 through June 30, 2023, items formerly subject to the 1% tax rate (with the exception of medicines and drugs) were not subject to the state tax.⁵ It is important to note that the elimination of the grocery tax only eliminates the portion of ROT revenue that is generated by grocery sales. The state still passes through a 1% ROT collected on non-grocery items. This means that the elimination of the grocery tax has a fairly small revenue impact relative to all ROT that is passed through to local governments.

¹ A detailed description of Illinois sales taxes can be found at <https://perma.cc/X3J8-MG4D>.

² The other states with grocery taxes are Arkansas (0.125%), Missouri (1.23%), Virginia (2.5%), Utah (3.0%), Alabama (4.0%), Hawaii (4.0%), Tennessee (4.0%), Oklahoma (4.5%), South Dakota (4.5%), Idaho (6.1%), Kansas (6.5%) and Mississippi (7.0%). Hawaii, Oklahoma, Idaho, and Kansas have a state tax credit to partly offset the cost of the tax for low-income households (Figueroa & Legendre, 2020).

³ For more details on how the state ROT is distributed, see <https://perma.cc/6QG6-7QMG>.

⁴ Items such as alcoholic beverages, soft drinks, and prepared food for immediate consumption would continue to be taxed at the 6.25% rate (see <https://perma.cc/Y7MH-L2F7>).

⁵ Further details on the SFY 2023 suspension are available at <https://perma.cc/U8JV-B8AT>.

The state estimated a revenue reduction of \$360 million due to the elimination of the grocery tax in SFY 2023 (Gourdie, 2024), and local governments were reimbursed for their losses.⁶

The state grocery tax went back into effect on July 1, 2023. In his 2025 budget, Gov. Pritzker seeks to permanently eliminate the tax on July 1, 2024, without offering local governments any

In announcing his proposal, Governor Pritzker argued that

“It’s one more regressive tax we just don’t need. If it reduces inflation for families from 4% to 3%, even if it only puts a few hundred bucks back in families’ pockets, it’s the right thing to do (Inklebarger, 2024).”

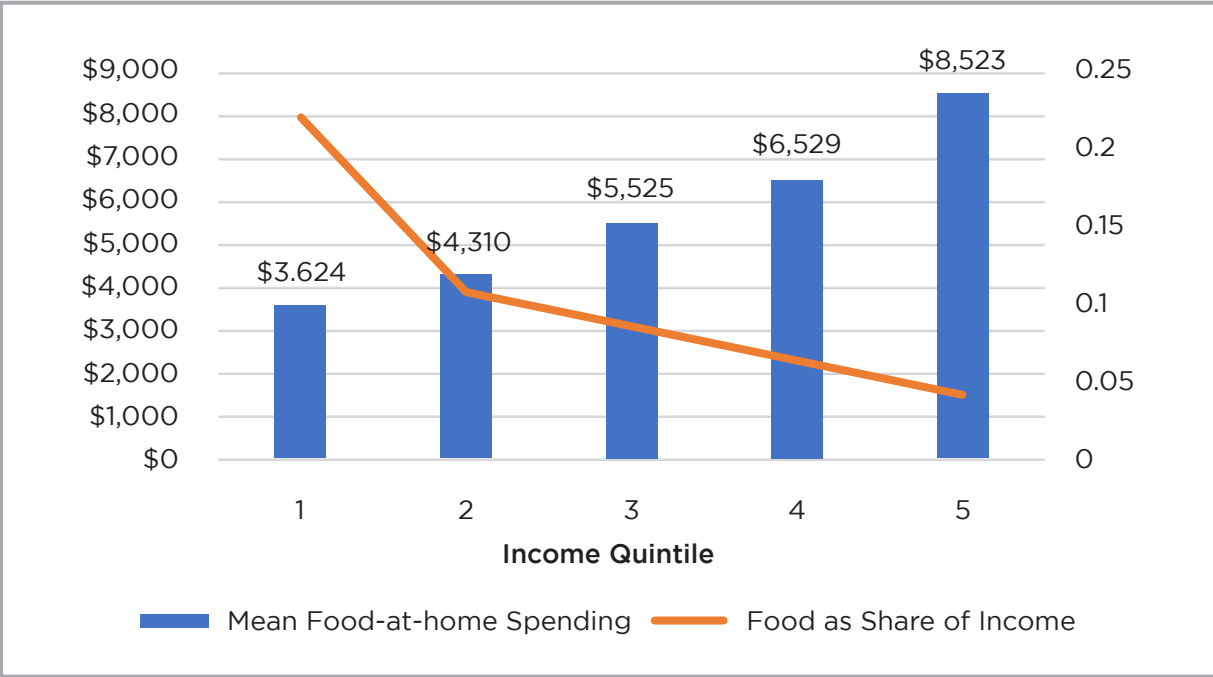
compensating revenue stream. This brief argues that the implications of eliminating the grocery tax are not so clear-cut. I consider the extent to which eliminating the

grocery tax would reduce household expenses, reduce tax regressivity, and encourage healthy diets. That analysis is followed by a discussion of the impact on municipal revenue and possible responses.

OVERVIEW OF FISCAL BALANCE

Because the state grocery tax is just 1%, a family would have to spend at least \$30,000 on FAH grocery items to obtain the “few hundred bucks” in savings mentioned by the Governor in the course of one year. **Figure 1** shows that average annual expenditures on FAH for 2022 (the latest available year) in the U.S. ranged from \$3,624 for the lowest-income households to \$8,523 for the highest-income households.⁷ It would take a low-income family over 8 years to accumulate several hundred dollars in tax savings from the elimination of the grocery tax. The state grocery tax liability of higher-income households would go down the most due to their higher FAH spending, but even the highest quintile households would need more than 3 years to accrue several hundred dollars in savings.

Figure 1. Food at Home Expenditures and Food at Home Expenditures as a Share of Household Income
Notes: Data from Bureau of Labor Statistics Table 1101 available at <https://www.bls.gov/cex/tables/calendar-year/mean-item-share-average-standard-error/cu-income-quintiles-before-taxes-2022.pdf>.



⁶ It is notable that in FY 2023, SNAP benefits were still enhanced due to COVID. Because SNAP purchases are not subject to tax, the revenue losses from foregoing the tax at that time were lower than they would be now that COVID provisions have expired.
⁷ Arraying households from lowest to highest income, the first quintile selects the 20% of households with the lowest income, the second quintile the next 20% of households by income, and so on. The blue bars correspond to the axis on the left, while the line corresponds to the axis on the right.

IS THE GROCERY TAX REGRESSIVE?

A tax is regressive when the amount paid is higher relative to income for lower than higher income families. **Figure 1** shows that the share of FAH expenditures in income are declining as income rises. Families in the lowest 20% of the income distribution spent 22.2% of their income on FAH in 2022. This share is cut in half at the second quintile (to 11.0%) and is below 5% of after-tax income for the wealthiest families.

Table 1: Mean Income and Food Expenditures by Income Quintile, 2022

Income Quintile Lower Limit	Mean Income	FAH Expenditures ⁸	FAH expenditures as a Share of Income
\$0	\$14,191	\$3,624	0.22
\$25,807	\$37,441	\$4,310	0.11
\$50,092	\$65,659	\$5,525	0.09
\$83,696	\$108,730	\$6,529	0.07
\$140,363	\$244,025	\$8,523	0.04

Note: Data from Bureau of Labor Statistics Table 1101 available at <https://www.bls.gov/cex/tables/calendar-year/mean-item-share-average-standard-error/cu-income-quintiles-before-taxes-2022.pdf>.

Viewed in isolation, the spending patterns shown in **Figure 1** and **Table 1** suggest that Illinois' grocery tax is inherently regressive. But the important issue is not whether FAH expenditures are regressive but whether grocery tax payments are. The major means-tested federal nutrition program, the Supplemental Nutrition Assistance Program (SNAP), supports low income households' FAH purchases. Because SNAP-funded purchases are not subject to tax, SNAP is a key determinant of who bears the grocery tax. As a means-tested program, SNAP benefits are distributed disproportionately to lower income households, relieving many of them of the grocery tax burden. Therefore, to assess regressivity of the grocery tax, we must consider how much of FAH is financed by SNAP.

Table 2 presents details of the calculations to determine after-SNAP regressivity of the grocery tax. Information on the distribution of SNAP benefits (the amount of FAH not subject to grocery tax) by income quintile is available for the entire U.S. for 2014 and is shown in column

2 of **Table 2**.⁹ Column 3 repeats average FAH spending from Table 1 for convenience. The SNAP benefit shares to each quintile in column 2 are multiplied by total SNAP spending in Illinois for 2022 and divided by one-quarter of the number of households in Illinois to arrive at average SNAP-funded FAH purchases by quintile (column 4). Average taxable FAH spending is equal to average FAH spending less average SNAP-funded FAH purchases (column 5). Applying the grocery tax rate of 1% to taxable FAH spending yields the average amount of grocery tax paid in a year (column 6). The final column presents the average grocery tax divided by average income in each quintile.

Accounting for SNAP payments reduces the incidence of the grocery tax on the bottom quintile to 0.01%. The incidences are higher for the other quintiles, so the tax is not regressive with respect to the bottom of the income distribution (lowest quintile). However, the tax is regressive from the point of view of quintiles 2 and 3, because the income share declines from

⁸ *Consumer Expenditures in 2022*. BLS Report 1107. Shane Meyers, Geoffrey D. Paulin, & Kristen Thiel. December 2023. <https://perma.cc/3DFF-Q6WJ>.

⁹ This information from the Congressional Budget Office is reported in Reeves & Pulliam (2018). I assume that the U.S. and Illinois distributions of SNAP benefits over quintiles are similar, and that these distributions have not changed much in the past decade.

quintiles 2 and 3 through quintile 5. Therefore, accounting for SNAP considerably reduces, but does not eliminate, grocery tax regressivity.^{10,11}

Table 2: Incidence of the Grocery Tax After SNAP Benefits

Quintile of Income	Share of SNAP Payments	Average FAH Expenditures	Average FAH Purchased with SNAP	Taxable FAH Spending	Average Grocery Tax	Tax as Share of Income
1	63.2	\$3,624	\$3,459.92	\$164.08	\$1.64	0.01%
2	24.6	\$4,310	\$1,346.74	\$2,963.26	\$29.63	0.08%
3	7.4	\$5,525	\$405.12	\$5,119.88	\$51.20	0.08%
4	1.1	\$6,529	\$60.22	\$6,468.78	\$64.69	0.06%
5	0	\$8,523	\$ -	\$8,523.00	\$85.23	0.04%

Notes: Data from Bureau of Labor Statistics Table 1101 available at <https://www.bls.gov/cex/tables/calendar-year/mean-item-share-average-standard-error/cu-income-quintiles-before-taxes-2022.pdf>. The distribution of SNAP benefits is from the Congressional Budget Office as reported in Reeves and Pulliam (2018).

WOULD ELIMINATING THE GROCERY TAX IMPROVE NUTRITION?

Foods subject to the 1% grocery tax are generally more nutritious than other items in grocery stores (like soft drinks and candy) subject to the 6.25% rate as well as FAFH. By lowering the relative cost of healthy foods, eliminating the grocery tax may tilt consumption away from restaurant and junk food.

A USDA study provides evidence on this point (Dong & Stewart, 2021). The findings confirm that, consistent with the exemption of SNAP purchases from taxation, grocery taxes do not seem to impact the balance between FAH and FAFH consumption of SNAP-receiving households. Households with similar but somewhat higher incomes than SNAP recipients were found to increase their FAH spending very modestly when grocery taxes were lower. These findings reinforce the conclusion that benefits of eliminating the grocery tax are concentrated on households that are low, but not lowest, income.

IMPLICATIONS OF REMOVING THE GROCERY TAX FOR MUNICIPAL BUDGETS

“If [municipalities] want to impose a grocery tax on their local residents, they should be able to go do that,” [Governor Pritzker] said. “I don’t think it’s the right thing to do, I wouldn’t do it locally. Having said that, I understand the need for the dollar, and if they feel like they need them they should think about imposing that tax on their own (Vinicky, 2024).”

In FY 2022, the state collected \$14.7B in total from the ROT applied to all taxable products (Mendoza, 2022). Of this amount, \$2.35B (16%), passed through to municipal governments. As noted, the state reported that the grocery tax suspension of 2022 reduced state payments to municipalities by \$360 million (Gourdie, 2024).¹²

¹⁰ The regressivity analysis relies on quintile averages. Within each quintile, there is a range of grocery tax payments, so not every household pays the same average grocery tax. For example, there are individual households in the first quintile who do not receive SNAP, and so pay a higher-than-quintile-average grocery tax.

¹¹ Illinois has extremely high SNAP participation eligible households. Between 95% and 100% of eligible individuals participated in SNAP in Illinois in 2018, including 92% of eligible workers (see <https://perma.cc/3DFF-Q6WJ>). This implies that the incidence of the grocery tax could not be changed much through further efforts to recruit households to SNAP.

¹² The base of the state grocery tax would be larger in SFY 2025 under the grocery tax because SNAP enhancements expired in March 2023. Therefore the loss from suspending the tax in SFY 2025 is likely higher than \$360 million.

For municipalities, passing their own grocery tax is not a light lift. For one, politics may be a hindrance. Will the typical taxpayer understand that the 1% restoration of the grocery tax by a municipality is not a “new” tax? Many municipalities already impose sales taxes; an existing municipality grocery sales tax could be perceived as high to begin with, and taxpayers may frame an additional 1% tax increment as excessive in that context, even though it simply replaces the lost state tax.

The goal of ending the state grocery tax on July 1, 2024 does not appear to leave municipalities time to pass a “replacement” local sales tax until some of the next fiscal year has passed. Home-rule municipalities can levy a new sales tax rate as an ordinance, but this had to be accomplished by April 1, 2024 if a local grocery tax was to take effect on July 1, 2024. Non-home rule municipalities would need to mount a voter referendum by May 1, 2024 for a July 1, 2024 start (Illinois Municipal League, 2021). An ordinance or referendum result by October 1, 2024 would put the new municipal sales tax into effect mid-fiscal year. That means that if the state did repeal the grocery tax by July 1, 2024, even local governments moving expeditiously to institute a local grocery tax would lose half of SFY 2025’s potential revenue. Exactly how this plays out will depend on when (and whether) the state passes a law to repeal the grocery tax.

If the state chooses to eliminate the grocery tax without providing any compensating funds, and if municipalities are reluctant to impose an additional 1% grocery tax locally, they will need to turn to other sources of revenue or reduce expenditures. One possibility is to further raise the sales taxes on regular retail items to make up for the elimination of groceries from the sales tax base. However, because lower-income households buy other retail goods that cannot be purchased with SNAP benefits, and expenditures on these goods are comparatively high, this option is more regressive than the grocery tax. Property taxes—municipal governments’ other major option for raising revenue—are widely regarded as regressive (Institute on Taxation and Economic Policy, 2024). The state argues that by increasing pass-throughs from state income taxes to municipalities, it has already begun to ameliorate

the impact of the grocery tax elimination. Since the Illinois income tax is modestly progressive, this may be a good solution. However, the SFY 2025 budget does not include an increase in state allocations of the income tax to municipalities to make up for the loss of state grocery tax revenue.

CONCLUSION

Grocery taxes are controversial. While not as regressive as is often portrayed because SNAP receipt exempts most of the FAH purchases of the lowest-income households from the tax, the grocery tax is regressive from the point of view of households in the lower-middle and middle of the income distribution. There is also some evidence that lower-income households not on SNAP shift their food consumption a little from FAFH into FAH when grocery taxes fall. Overall, this suggests that there are some benefits to eliminating the grocery tax for low and middle income households. However, given realistic levels of FAH expenditures, Illinois’ low grocery tax rate, and very small effects of taxing groceries on food consumption, the impact of Illinois’ grocery tax on any group of households is likely to be quite small.

While the savings to an individual household of lifting the grocery tax is very modest, the loss of tax revenue to municipalities is consequential, and the timetable caused by eliminating the tax on July 1, 2024 may lead to delays in implementing a local replacement. If municipalities do not cut spending, state increases in the amount of income tax that is passed on to municipalities may make up for lost revenue without increasing reliance on regressive taxes.

REFERENCES

Diansheng D. & Stewart H. Food Taxes and Their Impacts on Food Spending. U.S. Department of Agriculture, Economic Research Service [Internet]. September 2021. [cited March 24, 2024] Available from <https://perma.cc/4FWT-PQZH>.

Figuroa E. & Legendre J. States that Still Impose Sales Taxes on Groceries Should Consider Reducing or Eliminating Them. Center for Budget and Policy Priorities [Internet]. April 1, 2020. [cited March 24, 2024] Available from <https://perma.cc/5H3F-JG86>.

Gourdie C. Gov. Pritzker says Eliminate Grocery Tax; Cities Could Lose Millions of Dollars in Funds. WICS [Internet]. February 23, 2024. [cited March 24, 2024] Available from: <https://perma.cc/J5AU-Q33W>.

Inklebarger T. Illinois Gov. Pritzker Proposes to Kill State Grocery Tax. Supermarket News [Internet]. February 22, 2024. [cited March 24, 2024] Available from <https://perma.cc/U38J-XT38>.

Mendoza S.A. FY 2022 Fiscal Responsibility Report Card. Illinois State Comptroller, Local Government Division. [Internet] [cited March 24, 2024] Available from <https://perma.cc/6E36-WK7W>.

Reeves R.V. & Pulliam C. The Rise of the Middle Class Safety Net. Brookings Institution Research [Internet]. September 4, 2018. [cited March 24, 2024] Available from <https://perma.cc/9KTG-5S4Y>.

Vinicky A. Gov. Pritzker Seeking to Eliminate State Grocery Tax, But Some Municipalities Could Push Back. WTTW. [Internet]. March 2, 2024. [cited March 24, 2024] Available from <https://news.wttw.com/2024/03/04/gov-pritzker-seeking-eliminate-state-grocery-tax-some-municipalities-could-push-back>.

ACKNOWLEDGMENTS

Special thanks to Professors Brian Gaines and David Merriman for thoughtfully reviewing this piece and providing helpful insights.

Publisher's Note

Any opinions expressed herein are those of the authors and not necessarily those of the Institute of Government and Public Affairs, the author's employers, or the University of Illinois System.

Photographs

Mast - Chicago cityscape - Elena Sivitskaia, stock.adobe.com, Illinois State Capitol Dome - Frame from video at <https://www.youtube.com/watch?v=F2wPy7DfXfQ>, Capitol Dome at Dusk - Frame from Adobe Stock video file 187821651, by VIA Films

Estimated* Annual Financial Impact of the Proposed Elimination of the 1% Grocery Tax on Illinois' Municipalities

(As of 4:00 p.m. 5/2/2024)

Municipality	Population	Estimated Annual Loss
Algonquin	29,700	\$2 million
Alsip	19,063	\$670,000
Arlington Heights	77,676	\$1.3 million
Aurora	180,542	\$4.5 million
Bannockburn	1,013	\$555,506
Barrington	10,722	\$612,600
Batavia	26,098	\$1.1 million
Bedford Park	602	\$900,000
Bensenville	18,813	\$500,000
Benton	6,709	\$30,764
Bloomington	78,680	\$2 million
Bolingbrook	74,022	\$1.75 million
Bourbonnais	18,164	\$735,000
Bradley	15,419	\$800,000
Buffalo Grove	43,212	\$1.5 - 1.9 million
Burr Ridge	11,192	\$200,000
Cary	17,826	\$400,000
Champaign	88,302	\$2,703,704
Charleston	17,286	\$350,000
Chatham	14,437	\$300,000
Chicago	2,746,388	\$60 - 80 million
Clinton	7,004	\$250,000
Coal City	5,705	\$80,000
Collinsville	24,366	\$1.2 - 1.5 million
Countryside	6,420	\$700,000
Crest Hill	20,459	\$100,000
Crete	8,465	\$300,000
Creve Coeur	4,934	\$89,713
Crystal Lake	40,269	\$1.3 million
Darien	22,011	\$372,127
Decatur	70,522	\$2 million

*Estimates provided by each municipality. To submit an estimate, please email IMLegislation@iml.org.

Estimated* Annual Financial Impact of the Proposed Elimination of the 1% Grocery Tax on Illinois' Municipalities

(As of 4:00 p.m. 5/2/2024)

Municipality	Population	Estimated Annual Loss
Deerfield	19,196	\$500,000
DeKalb	40,290	\$750,000
Des Plaines	60,675	\$1,413,149
East Moline	21,374	\$579,702
Effingham	12,252	\$600,000
Elburn	6,175	\$118,838
Elgin	114,797	\$1.1 million
Flossmoor	9,704	\$200,000
Fox Lake	10,978	\$250,000
Freeport	23,973	\$800,000
Geneva	21,393	\$600,000
Genoa	5,298	\$100,000
Glen Carbon	13,842	\$1 million
Glencoe	8,849	\$200,000
Hanover Park	37,470	\$493,477
Hawthorn Woods	9,062	\$65,000
Herrin	12,352	\$350,000
Hickory Hills	14,505	\$440,000
Highland Park	30,176	\$1 million
Homewood	19,463	\$650,000
Huntley	27,740	\$424,827
Joliet	150,362	\$3 million
Justice	12,600	\$65,000
Kankakee	24,052	\$1,059,000
La Grange Park	13,475	\$230,000
Lake Forest	19,367	\$408,913
Lake Zurich	19,759	\$1.76 million
Lexington	2,090	\$15,600
Libertyville	20,579	\$750,000 - \$800,000
Lily Lake	1,032	\$748
Lisle	24,223	\$245,000

*Estimates provided by each municipality. To submit an estimate, please email IMLLegislation@iml.org.

Estimated* Annual Financial Impact of the Proposed Elimination of the 1% Grocery Tax on Illinois' Municipalities

(As of 4:00 p.m. 5/2/2024)

Municipality	Population	Estimated Annual Loss
Lockport	26,094	\$1 million
Lombard	44,476	\$500k - \$1.5 million
Machesney Park	22,950	\$250,000
Macomb	15,051	\$300,000
Mahomet	9,434	\$350,000
Marion	16,855	\$1.68 million
Mattoon	16,870	\$475,000
Midlothian	14,325	\$126,000
Milan	5,106	\$570,000
Mokena	19,887	\$850,000
Montgomery	20,262	\$800,000
Morris	14,613	\$1.5 million
Mount Carmel	7,015	\$147,000
Mount Vernon	14,600	\$1,217,141
Mundelein	31,560	\$500,000
Naperville	149,540	\$3.5 million
Niles	30,912	\$2.3 million
Normal	52,736	\$2.6 million
North Aurora	18,261	\$700,000
North Riverside	7,426	\$850,000
Northbrook	35,222	\$1.8 million
Northlake	12,840	\$550,000
Oak Lawn	58,362	\$2.2 million
O'Fallon	32,289	\$1.2 million
Olney	8,701	\$600,000
Orland Hills	6,893	\$392,000
Orland Park	58,703	\$2.5 million
Oswego	34,585	\$1 million
Palatine	67,908	\$1.25 million
Palos Heights	12,068	\$350,000 - \$400,000
Palos Park	4,899	\$211,000

3

*Estimates provided by each municipality. To submit an estimate, please email IMLegislation@iml.org.

Estimated* Annual Financial Impact of the Proposed Elimination of the 1% Grocery Tax on Illinois' Municipalities

(As of 4:00 p.m. 5/2/2024)

Municipality	Population	Estimated Annual Loss
Park Forest	21,687	\$100,631
Peoria	113,150	\$4 million
Peotone	4,150	\$160,000
Plano	11,847	\$540,000
Princeville	1,636	\$231,759
Prospect Heights	16,058	\$600,000
Quincy	39,463	\$920,000
Red Bud	3,804	\$52,000
River Forest	11,717	\$1,170,768
River Grove	10,612	\$190,000 - \$200,000
Rock Island	36,636	\$1 million
Rockford	148,655	\$7 - 8 million
Rolling Meadows	24,200	\$500,000
Romeoville	39,863	\$900,000
Schaumburg	78,723	\$3.1 million
Sesser	1,888	\$30,000
Shiloh	14,098	\$450,000
Shorewood	18,186	\$500,000
Skokie	67,824	\$1.5 million
South Chicago Heights	4,026	\$400,200
South Elgin	23,865	\$212,286
South Holland	21,465	\$526,000
Sparta	4,095	\$200,000
Spring Grove	5,487	\$410,000
Springfield	114,394	\$3.8 million
St. Charles	33,081	\$1.6 million
Sterling	14,764	\$500k - \$1 million
Sugar Grove	9,278	\$200,000
Tinley Park	55,971	\$1.8 million
Urbana	38,336	\$1 million
Vandalia	7,458	\$175,000

*Estimates provided by each municipality. To submit an estimate, please email IMLegislation@iml.org.

Estimated* Annual Financial Impact of the Proposed Elimination of the 1% Grocery Tax on Illinois' Municipalities

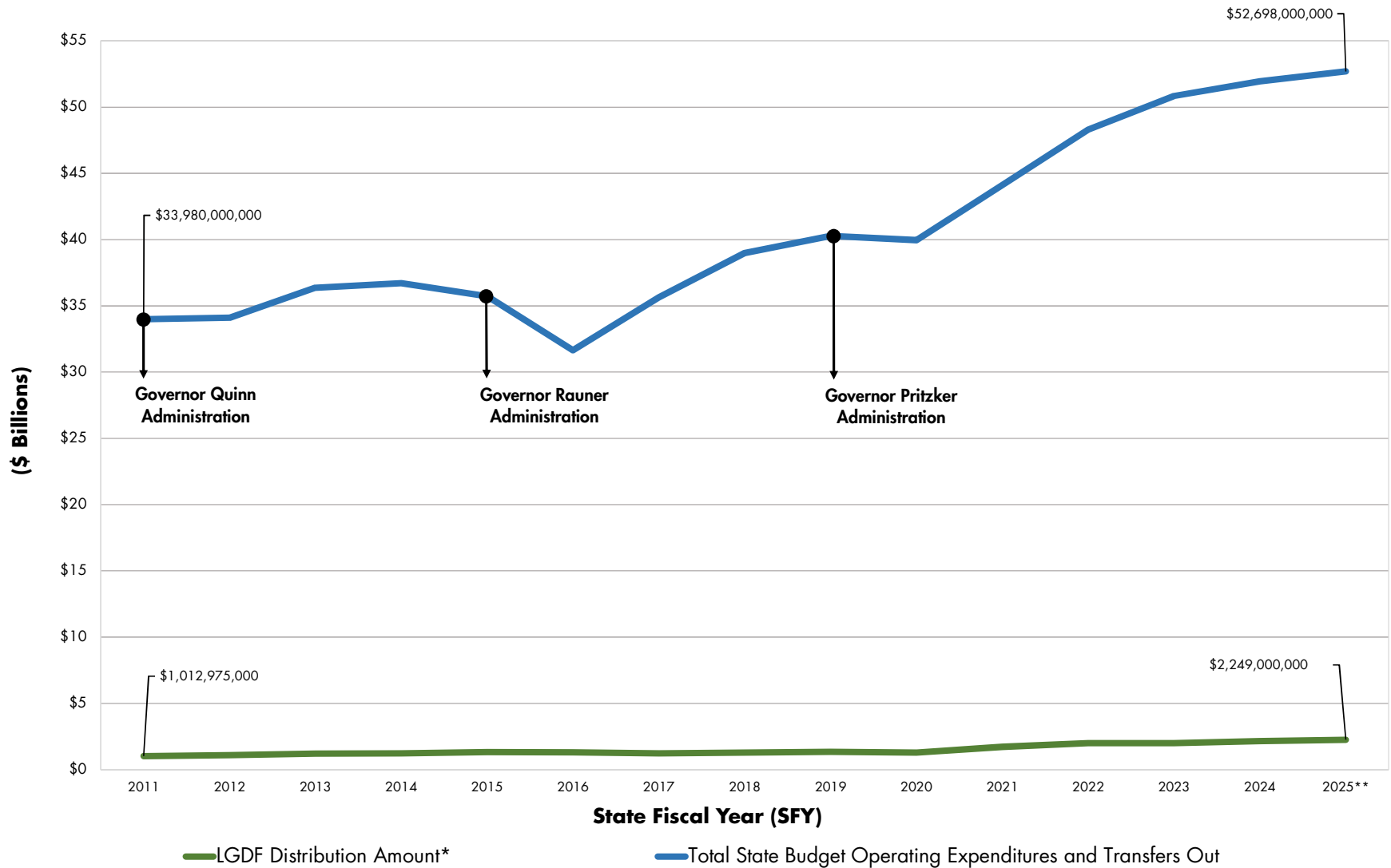
(As of 4:00 p.m. 5/2/2024)

Municipality	Population	Estimated Annual Loss
Vernon Hills	26,850	\$1.75 million
Washington	16,071	\$500,000
West City	656	\$311,174
Western Springs	13,629	\$580,000
Westmont	24,429	\$1 million
Wheaton	53,970	\$2.1 million
Wheeling	39,137	\$660,000
Wilmette	28,170	\$550,000
Wilmington	5,664	\$72,000
Winnebago	2,940	\$120,000
Winnetka	12,744	\$240,000
Woodridge	34,158	\$300,000
Woodstock	25,630	\$257,439
Yorkville	21,533	\$298,888

*Estimates provided by each municipality. To submit an estimate, please email IMLLegislation@iml.org.

March 26, 2024

Local Government Distributive Fund (LGDF) Compared to Total State Budget Operating Expenditures and Transfers Out



*Values after SFY 2020 do not include Local Cannabis Use Tax disbursement amounts.

**Proposed by Governor JB Pritzker (February 21, 2024)

Source: Illinois State Budget SFY 2011-2025

Local Government Distributive Fund (LGDF) Historical Data

State Fiscal Year (SFY)	Total State Budget Operating Expenditures and Transfers Out	Individual Income Tax Rate	LGDF % Rate	LGDF Effective % Rate	LGDF Distribution Amount*	Effective Dates	Authorizing Legislation	Notes
2010	\$28,795,000,000	3.00%	10.00%	10.00%	\$987,000,000 ¹	7/1/09 - 6/30/2010	SB 1912	¹ 10% of total income taxes collected in 2010
2011	\$33,980,000,000	5.00%	6.00%	6.00%	\$1,012,975,000	7/1/2010 - 1/31/2011 2/1/2011 - 6/30/2011	SB 220	
2012	\$34,097,000,000	5.00%	6.00%	6.00%	\$1,095,287,000	7/1/2011 - 6/30/2012	SB 335	
2013	\$36,367,000,000	5.00%	6.00%	6.00%	\$1,203,629,000	7/1/2012 - 6/30/2013	SB 3802	
2014	\$36,701,000,000	5.00%	6.00%	6.00%	\$1,223,230,000	7/1/2013 - 6/30/2014	SB 1329	
2015	\$35,729,000,000	3.75% 5.00%	8.00% 6.00%	8.00% 6.00%	\$1,316,375,000	7/1/2014 - 1/31/2015 2/1/2015 - 6/30/2015	SB 220	Rate increased to 8.00% on February 1, 2015 due to expiration of temporary income tax increase
2016	\$31,647,000,000	3.75%	8.00%	8.00%	\$1,301,151,000	7/1/2015 - 6/30/2016	N/A - Budget Impasse	
2017	\$35,646,000,000	3.75%	8.00%	8.00%	\$1,216,401,000	7/1/2016 - 6/30/2017	N/A - Budget Impasse	
2018	\$38,991,000,000	4.95%	6.06% 8.00%	5.45% 8.00%	\$1,273,884,000	7/1/2017 - 7/31/2017 8/1/2017 - 6/30/2018	SB 9	"One-time" 10% off the top reduction resulted in an effective rate of 5.45% for SFY 2018
2019	\$40,267,000,000	4.95%	6.06%	5.75%	\$1,342,000,000	7/1/2018 - 6/30/2019	HB 3342	"One-time" 5% off the top reduction resulted in an effective rate of 5.75% for SFY 2019
2020	\$39,959,000,000	4.95%	6.06%	5.75%	\$1,273,000,000	7/1/2019 - 6/30/2020	SB 1814	"One-time" 5% off the top reduction resulted in effective rate of 5.45% for SFY 2020
2021	\$44,127,000,000	4.95%	6.06%	6.06%	\$1,715,000,000	7/1/2020 - 6/30/2021	HB 357	"One-time" reduction removed
2022	\$48,293,000,000	4.95%	6.06%	6.06%	\$2,000,000,000	7/1/2021 - 6/30/2022	SB 2017	"One-time" reduction removed
2023	\$50,837,000,000	4.95%	6.16%	6.16%	\$1,988,000,000	7/1/2022 - 6/30/2023	HB 4700	\$25 million increase
2024	\$51,943,000,000	4.95%	6.47%	6.47%	\$2,159,000,000	7/1/2023 - 6/30/2024	HB 3817	\$112 million increase
2025**	\$52,698,000,000	4.95%	6.47%	6.47%	\$2,249,000,000	7/1/2024 - 6/30/2025		

*Values after SFY 2020 do not include Local Cannabis Use Tax disbursement amounts.

**Proposed by Governor JB Pritzker (February 21, 2024)

Village of Roscoe

Bills Submitted for Approval on May 7, 2024

Pooled Expenditures:

Checking account balance before expenditures	\$ 287,236.30
Pooled Money Market	18,879.88
Illinois Funds Balance	<u>8,047,684.93</u>
Total pooled cash and equivalents	8,353,801.11

Expenditures per list \$ 86,935

Additional invoices

Thayer Lighting	50% down cabin window	<u>5,704.36</u>
		92,639.81

Total expenditures 92,639.81

Payroll expense:

Gross Wages	4/20/2024		88,794.21
Payroll tax and IMRF	4/20/2024		7,234.31
Gross Wages	4/30/2023	Longevity	31,676.16
Payroll tax and IMRF	4/30/2023	Longevity	2,423.23
			34,099.39

Total General Fund Expenditures 222,767.72

Pooled checking account balance after expenditures \$ 8,131,033.39

Motor Fuel Tax Expenditures

Motor Fuel account balance before expenditures	\$ 19,323.08
Motor Fuel Money Market	10,392.01
Illinois Funds Balance	<u>1,412,030.00</u>
Total Motor Fuel cash and equivalents	1,441,745.09

Expenditures:

Vendor	Date	Invoice	Description	Amount
--------	------	---------	-------------	--------

Total Motor Fuel Fund Expenditures -

Motor Fuel cash and equivalent balance after expenditures 1,441,745.09

Total expenditures for all funds: 222,767.72

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.
- Invoice Detail.GL account (2 Characters) = {<>} "50"

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AMAZON CAPITAL SERVICES									
311	AMAZON CAPITAL SERVICES	1193-H3GD-JD	WEBCAM AND MIC/PAPER PADS	01-010-6020 Office Supplies	04/28/2024	75.82	.00		
311	AMAZON CAPITAL SERVICES	194Q-T31W-K	Brown - Holster	01-040-4612 Uniforms - Full time	04/12/2024	70.42	.00		
311	AMAZON CAPITAL SERVICES	1JHW-RWLK-9	Windshield washer fluid - PD	01-040-6051 EQUIP NON CAPITAL	04/19/2024	37.00	.00		
311	AMAZON CAPITAL SERVICES	1K3K-6YMC-63	FILE FOLDERS - VH	01-010-6020 Office Supplies	04/26/2024	15.73	.00		
311	AMAZON CAPITAL SERVICES	1VC1-NTP9-G	1 COM. SOAP DISPENSER - STOCK	01-030-6040 Operating Supplies	04/28/2024	41.63	.00		
311	AMAZON CAPITAL SERVICES	1VC1-NTP9-G	2 DO NOT FLUSH SIGNS - RIVERSIDE	01-050-5121 Maint&Repairs - Bldg & Gr	04/28/2024	15.98	.00		
311	AMAZON CAPITAL SERVICES	1VC1-NTP9-G	2 COM. SOAP DIPSENSERS & 3 DO N	01-050-5121 Maint&Repairs - Bldg & Gr	04/28/2024	97.91	.00		
311	AMAZON CAPITAL SERVICES	1YPV-RF7Q-K	FILE FOLDER ORGANIZER - VH	01-010-6020 Office Supplies	04/21/2024	19.97	.00		
Total AMAZON CAPITAL SERVICES:						374.46	.00		
BOBCAT OF ROCKFORD									
901	BOBCAT OF ROCKFORD	01-275808	MULCHING BLADE - 60" KUBOTA	01-050-6050 REPAIR PARTS	04/11/2024	68.79	.00		
901	BOBCAT OF ROCKFORD	01-275808	OIL SEAL - WOODS BATWING	01-050-6050 REPAIR PARTS	04/11/2024	20.59	.00		
Total BOBCAT OF ROCKFORD:						89.38	.00		
CHARLES P KOSTANTACOS									
1211	CHARLES P KOSTANTACOS	041724	FEB 2024 - LEGAL - F&P COMMISSION	01-040-5890 Police commission Expens	04/17/2024	306.25	.00		
Total CHARLES P KOSTANTACOS:						306.25	.00		
COMMONWEALTH EDISON									
1411	COMMONWEALTH EDISON	040424 190106	3/7/24-4/4/24 LITE RT/25 BRIDGE LIGH	01-030-5411 Street Lights	04/04/2024	161.92	.00		
1411	COMMONWEALTH EDISON	040924 068776	3/12/24-4/9/24 LITE R25 - BIKE PATH LI	01-030-5410 Utilities	04/09/2024	46.53	.00		
1411	COMMONWEALTH EDISON	040924 619634	3/9/24-4/8/24 6545 WINDFLOWER LN	01-050-5410 Utilities	04/09/2024	122.03	.00		
1411	COMMONWEALTH EDISON	040924 717067	3/12/24-4/9/24 LIGHT R25	01-030-5411 Street Lights	04/09/2024	43.97	.00		
1411	COMMONWEALTH EDISON	041124 357363	3/12/24-4/9/24 5785 BROAD ST - LELA	01-050-5410 Utilities	04/11/2024	86.48	.00		
1411	COMMONWEALTH EDISON	041124 503114	3/12/24-4/9/24 5802 HARRISON - LELA	01-050-5410 Utilities	04/11/2024	32.03	.00		
1411	COMMONWEALTH EDISON	041724 489003	3/12/24-4/9/24 9811 N 2ND ST SIGN	01-030-5411 Street Lights	04/17/2024	62.20	.00		
1411	COMMONWEALTH EDISON	041924 753947	3/21/24-4/19/24 STREET LITE RT/23	01-030-5411 Street Lights	04/19/2024	3,974.57	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total COMMONWEALTH EDISON:						4,529.73	.00		
CRITICAL REACH									
1511	CRITICAL REACH	3489	Yearly APBnet Fee	01-040-5953 PD Subscriptions	12/12/2023	250.00	.00		
Total CRITICAL REACH:						250.00	.00		
DEARBORN LIFE INSURANCE COMPANY									
1721	DEARBORN LIFE INSURANCE C	041224	DISABILITY INS - ADMIN	01-010-4330 Disability Insurance	04/12/2024	107.78	.00		
1721	DEARBORN LIFE INSURANCE C	041224	DISABILITY INS - CE	01-013-4330 Disability Insurance	04/12/2024	49.63	.00		
1721	DEARBORN LIFE INSURANCE C	041224	DISABILITY INS - HR	01-017-4330 Disability Insurance	04/12/2024	51.13	.00		
1721	DEARBORN LIFE INSURANCE C	041224	DISABILITY INS - PW	01-030-4330 Disability Insurance	04/12/2024	306.03	.00		
1721	DEARBORN LIFE INSURANCE C	041224	DISABILITY INS - PD	01-040-4330 Disability Insurance	04/12/2024	888.18	.00		
1721	DEARBORN LIFE INSURANCE C	041224	DISABILITY INS - PK	01-050-4330 Disability Insurance	04/12/2024	45.13	.00		
Total DEARBORN LIFE INSURANCE COMPANY:						1,447.88	.00		
DELTA DENTAL OF ILLINOIS-RISK									
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	DENTAL - ADMIN	01-010-4310 Health Insurance	05/01/2024	32.50	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	VISION INS - ADMIN	01-010-4310 Health Insurance	05/01/2024	5.55	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	VISION INS - CE	01-013-4310 Health Insurance	05/01/2024	16.23	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	DENTAL - CE	01-013-4310 Health Insurance	05/01/2024	118.70	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	VISION INS - HR	01-017-4310 Health Insurance	05/01/2024	10.83	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	DENTAL - HR	01-017-4310 Health Insurance	05/01/2024	67.32	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	DENTAL - PW	01-030-4310 Health Insurance	05/01/2024	348.52	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	VISION INS - PW	01-030-4310 Health Insurance	05/01/2024	54.81	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	VISION INS - PD	01-040-4310 Health Insurance	05/01/2024	233.19	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	DENTAL - PD	01-040-4310 Health Insurance	05/01/2024	1,707.92	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	DENTAL - PK	01-050-4310 Health Insurance	05/01/2024	118.70	.00		
1791	DELTA DENTAL OF ILLINOIS-RIS	1794761	VISION INS - PK	01-050-4310 Health Insurance	05/01/2024	16.23	.00		
Total DELTA DENTAL OF ILLINOIS-RISK:						2,730.50	.00		
DR. STILLWATER COMPANY									
1951	DR. STILLWATER COMPANY	35269PU	2- 5 GAL WATER (TICKETS 096012 & 0	01-030-5990 Other Miscellaneous Expe	04/22/2024	12.50	.00		
1951	DR. STILLWATER COMPANY	35289PU	WATER SVC - PW	01-030-5990 Other Miscellaneous Expe	04/22/2024	31.25	.00		
Total DR. STILLWATER COMPANY:						43.75	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FEHR-GRAHAM & ASSOCIATES									
2161	FEHR-GRAHAM & ASSOCIATES	122054	PROJ 20-580 MAIN STREET RECONST	90-010-7150 Projects	03/29/2024	5,571.75	.00		
Total FEHR-GRAHAM & ASSOCIATES:						5,571.75	.00		
FRSA - WELL INVESTIGATION									
5882	FRSA - WELL INVESTIGATION	202404150000	WELL INSPECTION - 10586 PEARL ST	01-030-5410 Utilities	04/15/2024	50.00	.00		
Total FRSA - WELL INVESTIGATION:						50.00	.00		
FRSA-PAYMENTS									
5881	FRSA-PAYMENTS	041224	FLOW CHARGE - 11243 MAIN	01-010-5410 Utilities	04/12/2024	8.47	.00		
Total FRSA-PAYMENTS:						8.47	.00		
GALLS, LLC									
2471	GALLS, LLC	027587353	Coburn - Boots	01-040-4612 Uniforms - Full time	04/07/2024	190.00	.00		
Total GALLS, LLC:						190.00	.00		
GLENWOOD CENTER									
2561	GLENWOOD CENTER	12225	PRE EMPLOYMENT EVALUATION - PD	01-040-5890 Police commission Expens	04/16/2024	450.00	.00		
2561	GLENWOOD CENTER	12265	Lewis Consultation - PD	01-040-5990 Other Miscellaneous Expe	04/15/2024	925.00	.00		
2561	GLENWOOD CENTER	8775	Sarver Consultation - PD	01-040-5990 Other Miscellaneous Expe	04/15/2024	550.00	.00		
Total GLENWOOD CENTER:						1,925.00	.00		
ILL ASSOC OF CHIEFS OF POLICE									
2921	ILL ASSOC OF CHIEFS OF POLI	15858	POLICE TESTING	01-040-5890 Police commission Expens	04/11/2024	251.00	.00		
Total ILL ASSOC OF CHIEFS OF POLICE:						251.00	.00		
ILLINOIS PUBLIC RISK FUND									
3121	ILLINOIS PUBLIC RISK FUND	89451	2024 MONTHLY INSTALLMENT W/C IN	01-015-5810 Liability Insurance	04/15/2024	6,666.00	.00		
Total ILLINOIS PUBLIC RISK FUND:						6,666.00	.00		
IPBC - HEALTH BENEFITS									
3231	IPBC - HEALTH BENEFITS	050124	VOL LIFE	01-000-2211 Life Insurance-Additional V	05/01/2024	349.35	.00		
3231	IPBC - HEALTH BENEFITS	050124	DEP LIFE	01-000-2212 Life Insurance-Dependent	05/01/2024	63.94	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
3231	IPBC - HEALTH BENEFITS	050124	HEALTH INS - ADMIN	01-010-4310 Health Insurance	05/01/2024	679.07	.00		
3231	IPBC - HEALTH BENEFITS	050124	LIFE INS - ADMIN	01-010-4320 Life Insurance	05/01/2024	7.00	.00		
3231	IPBC - HEALTH BENEFITS	050124	BANK FEES	01-010-8025 Administrative/Bank Fees	05/01/2024	45.50	.00		
3231	IPBC - HEALTH BENEFITS	050124	HEALTH INS - CE	01-013-4310 Health Insurance	05/01/2024	1,621.09	.00		
3231	IPBC - HEALTH BENEFITS	050124	LIFE INS - CE	01-013-4320 Life Insurance	05/01/2024	3.50	.00		
3231	IPBC - HEALTH BENEFITS	050124	HEALTH INS - HR	01-017-4310 Health Insurance	05/01/2024	1,385.82	.00		
3231	IPBC - HEALTH BENEFITS	050124	LIFE INS - HR	01-017-4320 Life Insurance	05/01/2024	3.50	.00		
3231	IPBC - HEALTH BENEFITS	050124	HELATH INS - PW	01-030-4310 Health Insurance	05/01/2024	6,572.06	.00		
3231	IPBC - HEALTH BENEFITS	050124	LIFE INS - PW	01-030-4320 Life Insurance	05/01/2024	23.27	.00		
3231	IPBC - HEALTH BENEFITS	050124	HEALTH INS - PD	01-040-4310 Health Insurance	05/01/2024	28,096.65	.00		
3231	IPBC - HEALTH BENEFITS	050124	LIFE INS - PD	01-040-4320 Life Insurance	05/01/2024	59.50	.00		
3231	IPBC - HEALTH BENEFITS	050124	HEALTH INS - PK	01-050-4310 Health Insurance	05/01/2024	1,407.34	.00		
3231	IPBC - HEALTH BENEFITS	050124	LIFE INS - PK	01-050-4320 Life Insurance	05/01/2024	3.50	.00		
Total IPBC - HEALTH BENEFITS:						40,321.09	.00		
Jack's Tire Sales & Service									
10012	Jack's Tire Sales & Service	1-332537	Squad- 1 Tire	01-040-6051 EQUIP NON CAPITAL	04/26/2024	175.50	.00		
Total Jack's Tire Sales & Service:						175.50	.00		
JERRYS AUTO PARTS									
3401	JERRYS AUTO PARTS	539307	WIPER BLADES - PW STOCK	01-030-6050 Repair Parts (In House)	04/12/2024	149.50	.00		
3401	JERRYS AUTO PARTS	539401	OIL STABILIZER - VALVE - WOODS BAT	01-050-6050 REPAIR PARTS	04/15/2024	60.85	.00		
3401	JERRYS AUTO PARTS	539574	AC & WIX OIL FILTERS - PW STOCK	01-030-6050 Repair Parts (In House)	04/18/2024	23.56	.00		
3401	JERRYS AUTO PARTS	539649	HYDROLIC HOSE & FITTING - TRUCK	01-030-6050 Repair Parts (In House)	04/19/2024	52.26	.00		
3401	JERRYS AUTO PARTS	539649	PIPE SEAL & OIL SEAL - PW STOCK	01-030-6050 Repair Parts (In House)	04/19/2024	26.61	.00		
Total JERRYS AUTO PARTS:						312.78	.00		
MENARD'S									
4411	MENARD'S	23708	BUCKET GRID, CONCRETE FINISH BR	01-050-5121 Maint&Repairs - Bldg & Gr	04/01/2024	53.84	.00		
4411	MENARD'S	23713	METAL CUTTING - LELAND	01-050-5121 Maint&Repairs - Bldg & Gr	04/01/2024	13.08	.00		
4411	MENARD'S	23731	ZINCPOST - LELAND PARK	01-050-5121 Maint&Repairs - Bldg & Gr	04/01/2024	15.24	.00		
4411	MENARD'S	23782	TOGGLE SWITCH, PLATE & ARMORED	01-050-7130 BUILDING IMPROVEMEN	04/02/2024	31.31	.00		
4411	MENARD'S	23867	TEST PLUG & PLUG - LELAND BATHR	01-050-5121 Maint&Repairs - Bldg & Gr	04/03/2024	8.68	.00		
4411	MENARD'S	23924	60W A19 BW LED - SCHOOL ZONE ON	01-030-6200 Street Signs	04/04/2024	5.97	.00		
4411	MENARD'S	23986	4" PVC CAP - TRUCK #501	01-030-6050 Repair Parts (In House)	04/05/2024	9.79	.00		
4411	MENARD'S	23986	DECOR 2G - IV - PORTER CABIN	01-050-7130 BUILDING IMPROVEMEN	04/05/2024	1.35	.00		
4411	MENARD'S	24211	COMPOSIT SHIM - LELAND	01-050-5121 Maint&Repairs - Bldg & Gr	04/09/2024	2.28	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
4411	MENARD'S	24243	SHOVEL & VACUUM - PW STOCK	01-030-6040 Operating Supplies	04/10/2024	178.33	.00		
4411	MENARD'S	24272	BRASS BALL VALVE, COPPER ELBOW	01-050-5121 Maint&Repairs - Bldg & Gr	04/10/2024	43.91	.00		
4411	MENARD'S	24558	FAUCET CONNECTOR - LELAND	01-050-5121 Maint&Repairs - Bldg & Gr	04/15/2024	9.99	.00		
4411	MENARD'S	24628	ELECTRICAL OUTLET SUPPLIES - PO	01-050-7130 BUILDING IMPROVEMEN	04/16/2024	36.90	.00		
4411	MENARD'S	24697	ELECTRICAL OUTLET SUPPLIES & CE	01-050-7130 BUILDING IMPROVEMEN	04/17/2024	47.12	.00		
4411	MENARD'S	24699	BOW RAKES - PW SHOP	01-030-6060 Repair Materials - Roads	04/17/2024	79.90	.00		
4411	MENARD'S	24745	LED 2 HEAD EMERGENCY LIGHT - VH	01-010-5121 Maint&Repairs - Bldg & Gr	04/18/2024	25.97	.00		
Total MENARD'S:						563.66	.00		
NATIONAL FLAG & POLE, LLC									
4811	NATIONAL FLAG & POLE, LLC	2282	4'X6' USA NYLON FLAGS X2 & 3'X5' ILL	01-010-5121 Maint&Repairs - Bldg & Gr	04/26/2024	147.33	.00		
4811	NATIONAL FLAG & POLE, LLC	2282	3'X5' USA, POW/MIA, ILLINOIS STATE	01-030-6040 Operating Supplies	04/26/2024	278.20	.00		
Total NATIONAL FLAG & POLE, LLC:						425.53	.00		
NICOMM									
4921	NICOMM	74600	PHONE PROGRAMMING - VH	01-010-5320 Telephone	04/19/2024	95.00	.00		
Total NICOMM:						95.00	.00		
NICOR GAS									
4931	NICOR GAS	040924 2000 9	3/6/24-4/4/24 6545 WINDFLOWER LN -	01-050-5410 Utilities	04/09/2024	159.35	.00		
4931	NICOR GAS	041824 2000 9	3/19/24-4/17/24 5402 SWANSON	01-030-5410 Utilities	04/18/2024	900.32	.00		
4931	NICOR GAS	042524	10631 MAIN ST.	01-010-5410 Utilities	04/25/2024	477.61	.00		
Total NICOR GAS:						1,537.28	.00		
NITAB									
4741	NITAB	2524	OFFICER ASSESSMENTS - PD	01-040-5953 PD Subscriptions	04/15/2024	880.00	.00		
Total NITAB:						880.00	.00		
NORTH PARK PUBLIC WATER DIST.									
4971	NORTH PARK PUBLIC WATER D	043024 200-00	3/1/24-4/3/24 5402 SWANSON RD	01-030-5410 Utilities	04/30/2024	36.71	.00		
4971	NORTH PARK PUBLIC WATER D	043024 3000-0	3/1/24-4/3/24 6545 WINDFLOWER LN -	01-050-5410 Utilities	04/30/2024	19.35	.00		
Total NORTH PARK PUBLIC WATER DIST.:						56.06	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
NORTHERN ILLINOIS SERVICE									
5031	NORTHERN ILLINOIS SERVICE	65278	ROADSTONE & LIME STOCK - PW	01-030-6060 Repair Materials - Roads	04/18/2024	310.61	.00		
Total NORTHERN ILLINOIS SERVICE:						310.61	.00		
Paper Recovery Service Corporation									
10043	Paper Recovery Service Corporati	95283	Document Shredding VH	01-010-6020 Office Supplies	04/22/2024	75.00	.00		
Total Paper Recovery Service Corporation:						75.00	.00		
PER MAR SECURITY SERVICES									
5361	PER MAR SECURITY SERVICES	3298005	SECURITY SVC - VH	01-010-5320 Telephone	04/08/2024	150.30	.00		
Total PER MAR SECURITY SERVICES:						150.30	.00		
PHYSICIANS IMMEDIATE CARE, LTD									
5411	PHYSICIANS IMMEDIATE CARE,	4386594	A. Tirado - New Employee Screenings P	01-040-5990 Other Miscellaneous Expe	04/12/2024	120.00	.00		
Total PHYSICIANS IMMEDIATE CARE, LTD:						120.00	.00		
PITNEY BOWES BANK INC									
5428	PITNEY BOWES BANK INC	041424	POSTAGE/SUPPLIES	01-010-6020 Office Supplies	04/24/2014	77.40	.00		
Total PITNEY BOWES BANK INC:						77.40	.00		
PORT-A-JOHN									
5471	PORT-A-JOHN	A-122518	HANDICAP W/ HAND SANITIZER - LEL	01-050-5860 Rentals/Leases	04/10/2024	120.00	.00		
5471	PORT-A-JOHN	A-122519	10/18/22-10/31/22 HANDICAP W/HAND	01-050-5860 Rentals/Leases	04/10/2024	120.00	.00		
Total PORT-A-JOHN:						240.00	.00		
RKM METALS, LLC									
5795	RKM METALS, LLC	1014170	54X60 & 2X 24X48 ALUMINUM SHEET	01-050-5121 Maint&Repairs - Bldg & Gr	04/26/2024	404.80	.00		
Total RKM METALS, LLC:						404.80	.00		
ROCK ROAD COMPANIES									
5901	ROCK ROAD COMPANIES	319620	2.14 TON COLD MIX	01-030-6060 Repair Materials - Roads	04/11/2024	363.80	.00		
5901	ROCK ROAD COMPANIES	319751	1.52 TONS - COLD MIX	01-030-6060 Repair Materials - Roads	04/25/2024	258.40	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total ROCK ROAD COMPANIES:						622.20	.00		
SHERWIN-WILLIAMS CO									
6471	SHERWIN-WILLIAMS CO	6145-3	BATTLESHIP GRAY, ROLLER TRAY & R	01-050-5121 Maint&Repairs - Bldg & Gr	04/24/2023	200.42	.00		
6471	SHERWIN-WILLIAMS CO	6146-1	5GAL POUR SPOUT - LELAND	01-050-5121 Maint&Repairs - Bldg & Gr	04/23/2024	1.99	.00		
6471	SHERWIN-WILLIAMS CO	6150-3	SHARKGRIP ADD FOR BATHROOM FL	01-050-5121 Maint&Repairs - Bldg & Gr	04/24/2024	15.80	.00		
Total SHERWIN-WILLIAMS CO:						218.21	.00		
STAPLES									
6669	STAPLES	7000226649	PRINTER INK - CE	01-013-6020 OFFICE SUPPLIES	03/29/2014	259.49	.00		
6669	STAPLES	7000322162	MISC OFFICE SUPPLIES VH	01-010-6020 Office Supplies	04/13/2024	224.91	.00		
Total STAPLES:						484.40	.00		
THAYER LIGHTING, INC.									
7051	THAYER LIGHTING, INC.	56362	SATCO 10W LED TRAK HEAD, TRACK	01-050-7130 BUILDING IMPROVEMEN	04/12/2024	291.80	.00		
7051	THAYER LIGHTING, INC.	56374	SYLVANIA POWERBALL 70 WATT MET	01-010-5121 Maint&Repairs - Bldg & Gr	04/23/2024	72.50	.00		
Total THAYER LIGHTING, INC.:						364.30	.00		
TREE CARE ENTERPRISES, INC.									
7301	TREE CARE ENTERPRISES, IN	45197	REMOVE & GRIND 3 HACKBERRY & 1	01-030-5160 Tree Maintenance/Remova	04/19/2024	7,350.00	.00		
Total TREE CARE ENTERPRISES, INC.:						7,350.00	.00		
U S CELLULAR									
7401	U S CELLULAR	0648332850	CELL PHONES - ADMIN	01-010-5320 Telephone	04/16/2024	190.10	.00		
7401	U S CELLULAR	0648332850	CELL PHONES - PW	01-030-5320 Telephone	04/16/2024	306.03	.00		
7401	U S CELLULAR	0648332850	CELL PHONES - PD	01-040-5320 Telephone	04/16/2024	309.19	.00		
Total U S CELLULAR:						805.32	.00		
ULINE									
7431	ULINE	176481404	"FIRE EXTIGUISHER" DECAL - TRUCK	01-030-6050 Repair Parts (In House)	04/04/2024	25.00	.00		
7431	ULINE	176481404	5LB. FIRE EXTINGUISHER & MOUNT	01-030-6050 Repair Parts (In House)	04/04/2024	113.06	.00		
7431	ULINE	176481404	5LB. FIRE EXTINGUISHER & MOUNT - T	01-030-6050 Repair Parts (In House)	04/04/2024	91.00	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total ULINE:						229.06	.00		
UNIFIRST CORPORATION									
7460	UNIFIRST CORPORATION	1320123684	MAT SERVICE - VH	01-010-5121 Maint&Repairs - Bldg & Gr	04/10/2024	25.54	.00		
7460	UNIFIRST CORPORATION	1320125515	UNIFORMS & MATS - PW	01-030-4610 Uniforms	04/17/2024	111.83	.00		
7460	UNIFIRST CORPORATION	1320125515	UNIFORMS - PARKS	01-050-4610 Uniforms	04/17/2024	10.01	.00		
7460	UNIFIRST CORPORATION	1320125518	MAT SERVICE - VH	01-010-5121 Maint&Repairs - Bldg & Gr	04/17/2024	25.54	.00		
7460	UNIFIRST CORPORATION	1320127627	UNIFORMS & MATS - PW	01-030-4610 Uniforms	04/24/2024	114.35	.00		
7460	UNIFIRST CORPORATION	1320127627	UNIFORMS - PARKS	01-050-4610 Uniforms	04/24/2024	10.01	.00		
7460	UNIFIRST CORPORATION	1320127630	MAT SERVICE - VH	01-010-5121 Maint&Repairs - Bldg & Gr	04/24/2024	25.54	.00		
7460	UNIFIRST CORPORATION	1320129364	UNIFORMS & MATS - PW	01-030-4610 Uniforms	05/01/2024	114.35	.00		
7460	UNIFIRST CORPORATION	1320129364	UNIFORMS - PARKS	01-050-4610 Uniforms	05/01/2024	10.01	.00		
Total UNIFIRST CORPORATION:						447.18	.00		
UNIFORM DEN EAST, INC									
7441	UNIFORM DEN EAST, INC	90470-01	Farone - Sew on Emblems / Gold Person	01-040-4612 Uniforms - Full time	04/08/2024	10.00	.00		
Total UNIFORM DEN EAST, INC:						10.00	.00		
VERIZON WIRELESS									
7491	VERIZON WIRELESS	9961343750	HOT SPOTS PD	01-040-5320 Telephone	04/10/2024	194.14	.00		
Total VERIZON WIRELESS:						194.14	.00		
WEX BANK									
7663	WEX BANK	96733776	FUEL-PW	01-030-6030 Gas & Oil	04/30/2024	1,135.32	.00		
7663	WEX BANK	96733776	FUEL - PARKS	01-050-6030 Gas & Oil	04/30/2024	336.17	.00		
7663	WEX BANK	96746318	FUEL-PD	01-040-6030 Gas & Oil	04/30/2024	4,377.99	.00		
Total WEX BANK:						5,849.48	.00		
WINNEBAGO COUNTY CLERK									
7771	WINNEBAGO COUNTY CLERK	032524	RECORDING FEE	01-010-3990 Miscellaneous	03/25/2024	35.00	.00		
Total WINNEBAGO COUNTY CLERK:						35.00	.00		
ZIEGLER'S ACE HARDWARE									
102	ZIEGLER'S ACE HARDWARE	4813-1	COPPER PIPING, HOSE ADAPTER, BA	01-050-5121 Maint&Repairs - Bldg & Gr	04/11/2024	65.71	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
102	ZIEGLER'S ACE HARDWARE	4814-1	PARTS FOR LELAND BATHROOMS - L	01-050-5121 Maint&Repairs - Bldg & Gr	04/11/2024	8.46	.00		
102	ZIEGLER'S ACE HARDWARE	4818-1	SANDSCREEN - PORTER PARK	01-050-7130 BUILDING IMPROVEMEN	04/12/2024	7.98	.00		
102	ZIEGLER'S ACE HARDWARE	4820-1	TOILET SUPPLY LINE - LELAND	01-050-5121 Maint&Repairs - Bldg & Gr	04/12/2024	9.59	.00		
102	ZIEGLER'S ACE HARDWARE	4839-1	COAX F ADAPTER & TELEPHONE PLA	01-040-5121 Maint&Repairs - Bldg & Gr	04/17/2024	3.58	.00		
102	ZIEGLER'S ACE HARDWARE	4842-1	2 WAY SATELLITE SPLITTER - PD	01-040-5121 Maint&Repairs - Bldg & Gr	04/18/2024	10.99	.00		
102	ZIEGLER'S ACE HARDWARE	4847-1	MISC FASTENERS - LELAND	01-050-5121 Maint&Repairs - Bldg & Gr	04/19/2024	.92	.00		
102	ZIEGLER'S ACE HARDWARE	4856-1	FLOOR DRAIN STRAINER - LELAND B	01-050-5121 Maint&Repairs - Bldg & Gr	04/23/2024	25.98	.00		
102	ZIEGLER'S ACE HARDWARE	4869-1	PL PREM PU ADHESIVE - LELAND	01-050-5121 Maint&Repairs - Bldg & Gr	04/25/2024	8.59	.00		
102	ZIEGLER'S ACE HARDWARE	4888-1	SCREWS - JOE'S OFFICE - VH	01-010-5121 Maint&Repairs - Bldg & Gr	04/29/2024	5.18	.00		
Total ZIEGLER'S ACE HARDWARE:						146.98	.00		
Grand Totals:						86,935.45	.00		

Vendor	Vendor Name	Invoice Number	Description	GL Account and Title	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
--------	-------------	----------------	-------------	----------------------	--------------	-----------------------	-------------	-----------	--------

- Department Key
- 010 Administration
 - 012 Village Clerk
 - 015 Liability Insurance
 - 030 Public Works
 - 040 Police/Public Safety
 - 050 Parks and Recreation

Dated: _____

Administrator: _____

Trustees: _____

These signatures approve all invoices in this report. Any invoices not approved are circled in Red.

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.
- Invoice Detail.GL account (2 Characters) = {<-> "50"

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Agenda Item:	Review and Recommendation of Renewal of Stateline Baseball Park Usage Agreements		
Date:	4/10/2024 rev. 05/03/2024	Meeting:	Village Board – May 07, 2024
Prepared by:	Janel Reidinger/Joe Kurlinkus	Department:	Admin

Overview/Background Information

In 2018, the Village entered into an agreement with Stateline Baseball for the organizations use of the Village’s Leland Park and Porter Park to operate Stateline’s youth baseball program. The ensure stability in their programing plans, the agreement is for 3-years, with provisions for the team to request a new three-year agreement from the Village each year. Essentially, if approved, this provides the organization with an additional 1-year extension after each year, resulting in a continuous 3-year agreement. Should the Village choose not to approve an agreement, the team would have 3-years to find a new location for its programing. The Organization has not requested an extension for the past few years, which has resulted in the agreement expiring at the end of 2024. They are requesting that an additional 3-year agreement be approved.

Key Issues

Current Agreements expire 12/31/2024
 Renewal term will be through December 2027.

Fiscal Note/Budget Impact

Stateline Baseball paid \$1,500 on 4/3/2024

Prior Legislative Actions

Resolution 2022-R29 Agreement with Stateline Baseball for use of Leland and Porter Parks approved 4/19/2022

Action Required/Recommendation

Approval of a 3-year agreement with Stateline Baseball for the use of Porter and Leland Parks.

Attachments

- Resolution 2024-R24
- Extension Request Letter
- Original 2018 Agreement

**VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2024-R24**

A RESOLUTION APPROVING THE EXTENSION OF THE VILLAGE’S AGREEMENT WITH STATELINE BASEBALL, INC. FOR THE USE OF LELAND PARK AND PORTER PARK

WHEREAS, the Village of Roscoe has previously entered into an agreement (“Agreement”) with the **Stateline Baseball, Inc. (“SBI”)** and, dated January 1, 2018, for the use of **Leland Park and Porter Park** for certain uses associated with sports activities in the Parks; and

WHEREAS, said Agreement provides for the Village Board to annually review the agreement and to make the determination as to the desirability of renewing the agreement for a new three-year term commencing upon the January 1 of the year following the date of the renewal request, therefore, provided that a request is made and approved each year, extending the current term for one additional year.

WHEREAS, the Village has received a request from **SBI** requesting a renewal to be effective as of January 1, 2024, and has reviewed the contributions made to the Village parks by **SBI**, as well as the role that the organization has in providing youth athletics in the Village of Roscoe; and

WHEREAS, the President and Board of Trustees of the Village of Roscoe find that it is in the best interests of the Village of Roscoe, and its residents, to renew the Agreement for an additional three years, to be effective as of January 1, 2024.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Roscoe, that the Village President, on behalf of the Village of Roscoe, is authorized to sign a three year extension of the Village’s agreement with **Stateline Baseball, Inc.** for the use of **Leland Park and Porter Park**, which shall supersede the previous term of the agreement, and with such new term to commence on the effective date of **January 1, 2024**, and to expire on **December 31, 2027**, subject to future review and renewals as set forth in said Agreement.

[SIGNATURE PAGE TO FOLLOW]

2024-R24

1st Read:

PASSED BY ROLL CALL VOTE ON:

NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee Stacy Mallicoat				
Trustee Susan Petty				
Trustee Justin Plock				
Trustee Michael Sima				
Trustee Michael Wright				
President Carol A. Gustafson				

APPROVED MAY 07, 2024:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK



Village of Roscoe,

We appreciate our partnership with the Village and look forward to providing youth baseball to the community for generations to come. Our partnership has played a big part in our ability to grow and service over 1000 kids throughout the year. Thank you!

Please take this letter as our official request to extend our current park usage agreement.

I would also like to invite you to our Opening Day festivities at ABC Supply Stadium in Beloit (home to the MiLB Sky Carp) on Monday May 13th from 5:30 to 9:30. This is a day that we see our entire program together to jump off the season, take pictures, and enjoy some time on the field. A village representative would be welcome to throw out the first pitch if they wish.

Thank you for your continued support.

A handwritten signature in black ink, appearing to be 'R. Rydell', with a long, sweeping flourish extending to the right.

Ryan Rydell
President

PARK USE AGREEMENT
LELAND PARK & PORTER PARK
 Stateline Baseball, Inc.
 January 1, 2018 – December 31, 2020

LIMITED LICENSE GRANTED: For the duration of this agreement, the Village of Roscoe (“Village”) grants the Stateline Baseball, Inc. having its main office at 330 E. Main #600, Rockton, Illinois, Winnebago County, Illinois, an Illinois not-for-profit corporation (hereinafter “Licensee”), the limited license to:

- 1) Operation of youth baseball practices and games as part of Stateline Baseball, Inc. (“Events”) on those Village Parks and Facilities as set forth in the body of this Agreement (“Premises”) at the times and locations as set forth in the attached Exhibit “A”.
- 2) Operate concession services at the times and locations of Events as set forth in the attached Exhibit “A”.
- 3) Use of the Premises at such reasonable times needed by Licensee to maintain the baseball diamonds and fields for play and cleaning of the Premises after play.
- 4) Licensee shall not be permitted to operate or host any for-profit, or adult tournaments outside of those regularly scheduled tournaments hosted for Licensee’s registered and sponsored teams including, but not limited to the Greg Lindmark Foundation Coaches Clincher Softball Games, Mid-Season & Championship tournaments, and the Stateline Thunder RyCOM Classic Tournament.

ARTICLE I
TERM OF AGREEMENT

- A. Term. The initial term of this Agreement shall commence on January 1, 2018 (the “Date of Commencement”) and shall expire after a period of three (3) years, through and including December 31, 2020 (“Date of Expiration”), unless this Agreement is extended or earlier terminated as provided herein.
- B. Extension. At least 90 days prior to the first anniversary date of the agreement (October 2, 2018), and annually thereafter (no later than October 2 of any given year) and with not more than one request per 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, or should the Village fail to respond to such request by the Anniversary Date of the agreement, 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 initial Date of Expiration or any successive Date of Expiration, the Agreement shall be allowed to expire upon the Date of Expiration 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 Date of Expiration (or any successive Date of Expiration), regardless of whether such a request has been previously requested or previously denied in a past year.

ARTICLE II SCOPE OF USE

Scope of Use; License The limited license granted in this agreement shall extend to the Parks and Facilities owned by the Village of Roscoe (“Premises”), as follows:

A. **Leland Park:**

1. 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 as set forth in Exhibit “A” of this License, such locations being more specifically illustrated as set forth in Exhibit “B”.
2. Parking. The Licensee shall be allowed shared use of the on-street parking surrounding the park. Parking at this facility is first come first serve, and availability is subject to the public park use.
3. Concessions.
 - a. The Licensee shall be allowed access to, and operation of, the concession related improvements for authorized events, and with such access being exclusive to licensee during those dates and times as set forth in Exhibit “A”.
 - 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 and exhibited as required prior to serving customers. Licensee shall file copies of said permits with the Village prior to Concession operations.

4. Pavilion. Except for those events specifically identified in this Section, the Licensee's use of the Leland Park facilities does not include, and may not interfere with, the use of the Leland Park Pavilion.

a. *Included Use*.

- i) The Leland Park Pavilion, at no cost or additional charge to Licensee, will be reserved for, and may be used by, Licensee for the enumerated named events specified in this Section.
- ii) Such included use shall be conditioned on the Licensee providing the dates and times of the Named Events (or their successor events) on the annual schedule provided to the Village pursuant to this agreement, no later than March 31 of each year.
- iii) Should Licensee fail to provide the dates of the named events by March 31 of any given year, the Licensee may request the use of the Pavilion in the same manner, and subject to the same conditions and costs as provided for in the "Additional Use" section below.

b. *Named Events*:

- i) Greg Lindmark Foundation Coaches Clincher Softball Games
- ii) Mid-Season & Championship Interleague Tournaments
- iii) Stateline Thunder RyCOM Classic Tournament

c. *Additional Use*. Subject to availability, blackout dates, and prior scheduling, the Licensee may submit requests to rent the Leland Park Pavilion in such manner, and at such cost, as has been established for the public at large. However, under no circumstances shall Licensee's use of the Leland Park Pavilion exceed 10 days in any given calendar year (including those named events included above).

5. Restroom Facilities.

- a. Licensee is authorized to use the public restroom facilities at Leland Park during such times as the facilities are otherwise open to the Public.
- b. Should, at any time, the Village decide to close, or not provide, such restroom facilities for public use (which shall include Licensee's use of the facilities), the Licensee may request for the installation of temporary public restroom facilities by the Village, with any costs associated with the installation and maintenance of such facilities to be at the sole cost of the Licensee.

B. Porter Park:

1. 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 as set forth in Exhibit “A” of this License, such locations being more specifically illustrated as set forth in Exhibit “C”.
2. Parking. The Licensee shall be allowed shared use of the public parking facilities at the park, as well as shared use of the on-street parking surrounding the park. Parking at the Porter Cabin parking lot is generally first come first served. However, priority of parking lot usage will be given to the those renting Porter Cabin. Should cabin rental conflict with a scheduled Event of the Licensee, the Village may, at its discretion and authority, rope off parking at the Porter Cabin if there is an event that requires parking during a scheduled event of the Licensee.
3. Coexisting Uses. Licensee shall ensure that the use of the ball diamonds at Porter Park shall not interfere with access and parking for other established uses at Porter Park, including but not limited to Frisbee Golf, and the use of Porter Cabin.
4. Concessions.
 - a. The licensee shall have the right to operate a single mobile concession wagon at Porter Park in support of its authorized Events, during those dates and times as set forth in Exhibit “A”.
 - 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.
5. Porter Park Cabin.
 - a. Licensee’s use of the Porter Park facilities, do not include, and may not interfere with, the use of the Porter Park Cabin.
 - b. Subject to availability, blackout dates, and any prior scheduling, the Licensee may submit requests to rent the Porter Park Cabin in such manner, and at such cost, as has been established for the public at large. However, rental by Licensee of the Porter Park Cabin shall be limited to 10 days in any given calendar year.

6. Restroom Facilities.

a. *Use of Public Facilities.*

- i) Licensee is authorized to use the public restroom facilities at Porter Park during such times as the facilities are otherwise open to the Public.
- ii) Should, at any time, the Village decide to close, or not provide, such restroom facilities for public use (which shall include Licensee's use of the facilities), the Licensee may request for the installation of temporary public restroom facilities by the Village, with any costs associated with the installation and maintenance of such facilities to be at the sole cost of the Licensee.

b. *Use Porter Park Cabin Restrooms Prohibited.*

- i) The restrooms located inside the Porter Park Cabin are for the sole use of the authorized users of the Porter Park Cabin, and are not open to the general public, nor to the Licensee.
- ii) Licensee shall be responsible for ensuring that participants (including spectators & officials) in its authorized activities understand that such use is prohibited, and to ensure such participants refrain from entering, or interfering with the use of, the Porter Park Cabin.

C. **Non-exclusive Use.** This license shall only be valid for such activities performed on the Premises, relating to and in support of said Events. Licensee acknowledges that Premises are open for public use at all times, except during those Events specifically set forth in Exhibit "A", and that public use shall be restricted only during Events in those locations on the Premises specifically being used for Event operations.

D. **Hours of Operation.**

- 1. Subject to the provisions in this paragraph, the Village Parks are open the Licensee and General Public each day during the following hours: 8:00 am – 10:00 pm
- 2. All games shall be completed by 9:30 p.m., and the baseball diamond and field lights shall be turned off at that time. Provided, however, if a game is in the middle of an inning at 9:30 p.m., players will be allowed to complete that inning before the diamond and field lights are turned off, but under no circumstances shall a game proceed past 10:00 p.m.
- 3. No approved Events, or their supporting services, shall begin prior to 8:00 a.m.

4. 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.

E. Use of Village Picnic Tables.

1. The Village provides picnic tables in its parks for use by the general public. Licensee is permitted non-exclusive, shared (with the general public) use of picnic tables during its authorized events, on a first come, first use basis.
2. Licensee is responsible for ensuring that any use of picnic tables by its participants does not result in damage to the tables, and that, if moved, all tables are returned to their original locations at the conclusion of any authorized activity at which they are used.
3. Picnic tables will not be available for use by Licensee at any of the Village Parks during the Fall Festival Weekend.

**ARTICLE III
UTILITIES, TRASH REMOVAL**

A. Trash Removal.

1. The Village provides public trash receptacles, including one full size dumpster at each 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 each of the Parks 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.

B. Utilities.

1. *Electricity.*

- a. The Village currently provides for the electrical services located in Leland Park, the Leland Park shelter house, and the Porter Park cabin. Electricity is provided for non-commercial uses only.
- b. Should the Village's electrical utility provider determine that the Licensee's use of the Village Parks makes the Village ineligible for electrical service provided under its agreement with the Village, Licensee shall do one of the following:
 - i) Cease any and all commercial, or other activities, as determined solely by the Village's electrical service provider, that cause the Village to be ineligible for reduced or free electricity provided at the Village Parks under the terms of its Agreement with said service provider; or
 - ii) Assume all responsibility for the establishment and payment of electrical utility services at Leland and/or Porter Parks.

2. *Gas.* The Village does not provide for any publicly accessible connection to natural gas utilities at either Porter Park or Leland Park. The use of portable propane units by licensee is permissible, provided that such units meet all local state, and federal regulations, and display proof all required permits and inspections.

3. *Water.*

- a. Licensee may use the public water service provided by the Village at Leland Park, provided that such use is non-commercial, and is directly related to the events permitted under the terms of this license.
- b. The Village does not provide for any publicly accessible connection to water service at Porter Park.

**ARTICLE IV
SCHEDULING & APPROVAL OF EVENTS**

Scheduling Procedures. Licensee's use of Leland Park and Porter Park shall be subject to the scheduling procedures set forth as follows:

- A. Submission of Schedule. On or before March 31 of each year this Agreement remains in effect, Licensee shall provide to the Village a proposed schedule of use for Leland Park and Porter Park. The purpose of the proposed schedule is to provide advance notice to the Village, and final scheduling is subject to any previously scheduled event or activity that has been scheduled prior to Licensees presentation of the schedule to the Village, or any restricted dates that the Village may have in place for any particular park facility.
- B. Information to be Provided. Any schedule or request to reserve dates for Licensee use shall include, at a minimum, the following information:
1. The park and diamond(s) to be used.
 2. The date, start time, and end time of the event.
 3. A description of the specific event being held at the Park (e.g. Practice, Game, Tournament / Named Event)
 4. The name and phone number of an authorized representative who will be on site at the specified event, or a representative who will be available by phone at all times during the specified event, should the Village need to contact a representative of licensee during the event.
- C. Restrictions & Blackout Dates. In order to ensure that the Village's Parks remain available for enjoyment and use by the general public, the following scheduling restrictions shall be followed:
1. Licensee shall not be permitted to use or reserve Porter Park or Porter Park Cabin on any Saturday or Sunday occurring in May, June, July, August, September or October.
 2. One Saturday each month of the year, licensee shall be restricted from using or reserving Leland Park or the Leland Park Cabin for Licensee's Events. The selection of the restricted dates shall be at the discretion of the Licensee.
 3. *Fall Festival Weekend.* Licensee shall not be permitted to reserve or schedule use of Leland Park during the week prior to, the weekend of, or the week after, the annual Fall Festival event which generally takes place at Leland Park during the 1st or 2nd weekend of September (the dates of the event will be provided to Licensee annually at the time of schedule approval). Licensee will not be permitted to store or have erected any fences or other equipment in Leland Park during this time.

- D. Approval by Village. Once all information has been submitted the schedule will be reviewed by Village Staff to determine Park availability for each of the proposed dates, and, if approved, the event will be added to the official Village Parks calendar. Should there be a scheduling conflict, the Village will notify Licensee, and attempt to identify an alternative for date for the proposed event.
- E. Modifications or Changes to Schedules.
1. In the event of permanent or semi-permanent modifications or changes to the established schedules, Licensee shall provide not less than seven days' advance notice to the Village. This will ensure that events are accurately reflected on the Village's master calendar.
 2. In the case of rain-outs or other unforeseen circumstances, Licensee shall provide scheduling updates to the Village not less than 24 hours before the proposed rescheduled use of the facility, so the Village can verify that there will be no scheduling conflict.

ARTICLE V ANNUAL DONATION & CONTRIBUTION

- A. Use Fee. Licensee shall pay to the Village an annual contribution in the sum of \$1,500.
- B. Payment of said sum shall be made annually on or before March 31 of each year this agreement is in effect.

ARTICLE VI MAINTENANCE AND REPAIR

- A. *Licensee Responsibilities:* Licensee shall, during the term of this Agreement, at its own expense, keep the following park areas and fixtures in good condition and shall repair the same promptly when made necessary by any act or negligence of Licensee, except as otherwise provided herein.
1. Ball diamonds and related improvements
 2. Outfield Fences.
 3. Bleachers.
 4. Cost of the replacement of the lamps installed in field lighting fixtures shall be the responsibility of Licensee.

- B. *Village Responsibilities*: As part of its regular maintenance of the Village Parks for public use and enjoyment, the Village will maintain the following:
1. Field lighting fixtures, including wiring, electronic components, and structural elements.
 2. Mowing and upkeep of grass at Leland and Porter Parks one time per week, in the areas, set forth in the attached Exhibit “B”.
- 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.
1. 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.
 2. 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.
 3. 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 VII
ADVERTISING & SIGNAGE**

- A. The Licensee shall not install any permanent or temporary signage or advertising on any fixture or facility located within the Village’s Parks, without prior written approval by the Village.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ARTICLE VIII 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 covering its operations.
- 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 IX 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 other Licensee, its employees, representatives, agents, users, or participants, under the Agreement, or from any breach of its representations and warranties herein, provided that, upon receiving notice or knowledge or 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 reasonable 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 X
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 said Event.
- 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 as part of said event are the sole responsibility of Licensee.
- C. The Licensee further acknowledges that the 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 Event 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. ANY AGREEMENT FOR SERVICES WITH THE VILLAGE OF ROSCOE MUST BE IN WRITING AND AUTHORIZED BY VILLAGE RESOLUTION.
- D. 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. Licensee shall be responsible for maintaining worker's compensation insurance for its entire staff, and proof of said insurance shall be provided to the Village.

**ARTICLE XI
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. If organization is Charitable, a copy of its IRS Form 990 and its Charitable Organization Annual Report on file with the Illinois Attorney General.
 4. 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 XII 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 to each party at the following addresses:

IF TO THE VILLAGE:

Village of Roscoe
ATTN: Village Administrator
10631 Main Street, Box 283
Roscoe, IL 61073

With a copy to:

Village of Roscoe
ATTN: Village President
10631 Main Street, Box 283
Roscoe, IL 61073

IF TO LICENSEE:

Stateline Baseball, Inc.
330 E. Main #600
Rockton, IL 61072

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 XIII
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.

LICENSEE:

Stateline Baseball, Inc.
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Date: _____

LICENSOR:

The Village of Roscoe, Illinois
an Illinois municipal corporation

By: _____

Name: David A. Krienke

Title: Village President

Attest: _____

Name: Lori Taylor

Title: Village Clerk

Approved June 19, 2018
[Resolution: 2018-R28]

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 6.

Agenda Item:	Discussion and Recommendation of Renewal of Stateline Fastpitch a/k/a Stateline Sports		
Date:	4/10/2024 rev. 05/03/2024	Meeting:	Village Board – May 07, 2024
Prepared by:	Janel Reidinger/Joe Kurlinkus	Department:	Admin

Overview/Background Information

In 2018, the Village entered into an agreement with Stateline Fastpitch for the organizations use of the Village’s Swanson Park to operate Stateline’s youth baseball program. The ensure stability in their programing plans, the agreement is for 3-years, with provisions for the team to request a new three-year agreement from the Village each year. Essentially, if approved, this provides the organization with an additional 1-year extension after each year, resulting in a continuous 3-year agreement. Should the Village choose not to approve an agreement, the team would have 3-years to find a new location for its programing. The Organization has not requested an extension for the past few years, which has resulted in the agreement expiring at the end of 2024. They are requesting that an additional 3-year agreement be approved.

Key Issues

Current Agreement expires 12/31/2024
 Renewal term will be through December 2027.

Fiscal Note/Budget Impact

Stateline Fastpitch a/k/a Stateline Sports paid \$3,500 on 11/23/2023

Prior Legislative Actions

Resolution 2022-R21 Agreement with Stateline Fastpitch Softball for use of Swanson Park approved 3/15/2022

Action Required/Recommendation

Approval of a 3-year agreement with Stateline Fastpitch Softball for the use of Swanson Park.

Attachments

Resolution 2024-R25
 Extension Request Letter
 Original 2018 Agreement

**VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2024-R25**

A RESOLUTION APPROVING THE EXTENSION OF THE VILLAGE’S AGREEMENT WITH STATELINE FASTPITCH SOFTBALL, INC. FOR THE USE OF SWANSON PARK.

WHEREAS, the Village of Roscoe has previously entered into an agreement (“Agreement”) with the **Stateline Fastpitch Softball, Inc (“SFS”)** and, dated January 1, 2018, for the use of **Swanson Park** for certain uses associated with sports activities in the Park; and

WHEREAS, said Agreement provides for the Village Board to annually review the agreement and to make the determination as to the desirability of renewing the agreement for a new three-year term commencing upon the January 1 of the year following the date of the renewal request, therefore, provided that a request is made and approved each year, extending the current term for one additional year.

WHEREAS, the Village has received a request from **SFS** requesting a renewal to be effective as of January 1, 2024, and has reviewed the contributions made to the Village parks by **SFS**, as well as the role that the organization has in providing youth athletics in the Village of Roscoe; and

WHEREAS, the President and Board of Trustees of the Village of Roscoe find that it is in the best interests of the Village of Roscoe, and its residents, to renew the Agreement for an additional three years, to be effective as of January 1, 2024.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Roscoe, that the Village President, on behalf of the Village of Roscoe, is authorized to sign a three year extension of the Village’s agreement with **Stateline Fastpitch Softball, Inc** for the use of **Swanson Park**, which shall supersede the previous term of the agreement, and with such new term to commence on the effective date of **January 1, 2024**, and to expire on **December 31, 2027**, subject to future review and renewals as set forth in said Agreement.

[SIGNATURE PAGE TO FOLLOW]

2024-R25				
1st Read:				
PASSED BY ROLL CALL VOTE ON:				
NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee Stacy Mallicoat				
Trustee Susan Petty				
Trustee Justin Plock				
Trustee Michael Sima				
Trustee Michael Wright				
President Carol A. Gustafson				

APPROVED MAY 07, 2024:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK



November 15, 2023

Scott L. Sanders
Village Administrator
Village of Roscoe
10631 Village Hall

Roscoe, Illinois 61073

Reference: Roscoe Swanson Park Partnership

Dear Mr. Sanders,

I hope this letter finds you well. On behalf of Stateline Sports Group and its Board of Directors, I am writing to express our sincere appreciation for the fruitful partnership we have enjoyed with the Village of Roscoe, particularly in relation to our use of Roscoe Swanson Park. It is with great enthusiasm that we request an extension of our current agreement.

To demonstrate our continued commitment and support for this invaluable partnership, we have enclosed our donation check in the amount of \$3,500.00, in accordance with the terms of our existing agreement dated March 31st.

As we embark on our 16th season of hosting youth softball games at Swanson Park, we reflect on the significant milestones we have achieved together. This past season alone witnessed over 1,000 youth games being played at the park, potentially contributing to a positive economic impact on the village. We take pride in our ongoing involvement with the "Stars of Tomorrow" recreational league, where young girls aged 8 to 15 participate throughout the summer, followed by the fall league extending up to Halloween weekend.

Furthermore, we are pleased to inform you of our coordination with Andrew Walters, Athletic Director at Hononegah High School, who will be utilizing the park for practice and games.

Having taken on the role of head coach at Hononegah, I will ensure that you receive all the necessary information for seamless collaboration. It's worth noting that both Rock Valley College and Beloit College have also utilized Swanson Park when their school facilities were unavailable, and they have expressed their willingness to provide recommendations to the Roscoe Village Board upon request. Notably, Stateline Sports Group continues to offer the use of our diamonds to these educational institutions without charge, as we consider it a part of our civic responsibility to contribute in any way we can.

In addition to our annual donation of \$3,500.00, our Board has made an extra contribution of \$500.00 to the Village of Roscoe parks division throughout the year, hoping it will be of assistance in some small way. Moreover, we have covered park utility invoices totaling \$1,617.48, demonstrating our commitment to supporting the park's infrastructure and maintenance.

In the spirit of continued collaboration, we are currently in the process of scheduling a fall clean-up at the park within the next few weeks, reaffirming our dedication to preserving the park's beauty and functionality.

We are truly grateful for the trust and partnership that has developed over the years, and we look forward to many more seasons of shared success. Please rest assured that we will strive to maintain our role as responsible stewards of Roscoe Swanson Park.

Once again, thank you for your support and cooperation. We eagerly anticipate your positive response and the opportunity to continue our collaborative efforts.

Best Regards,

Stateline Sports Group Board of Directors

Denny McKinney
Mike Marszalec
Matt McKay
Michael Pearce
Ashley Spohr
Vinnie Caiozzo
Julie Christensen
Karla Thomas

Stateline Sports Group Inc
7939 Burden Rd
Machesney Park, IL 61115
8153125143

Blackhawk
70-7185/2759
61115

008681
Item # 6.

11/15/2023

PAY TO THE
ORDER OF

Village Of Roscoe

\$ **3,500.00

Three thousand five hundred and 00/100***** DOLLARS

Village Of Roscoe
10631 Main St
Roscoe, IL 61073

Carley Patmythes
AUTHORIZED SIGNATURE

MP

MEMO

Swanson Park Rental

⑈00868⑈ ⑆⑆275971854⑆ 20095147⑈

Stateline Sports Group Inc

008681

11/15/2023

Village Of Roscoe

Swanson Park Rental

3,500.00

Blackhawk

Swanson Park Rental

3,500.00

PARK USE AGREEMENT – SWANSON PARK

Stateline Fastpitch Softball, Inc
January 1, 2018 – December 31, 2020

LIMITED LICENSE GRANTED: For the duration of this agreement, and subject to its terms and conditions, the Village of Roscoe (“Village”) grants Stateline Fastpitch Softball, Inc. having its main office at PO Box 525 Roscoe, Illinois 61073, Roscoe, Illinois, Winnebago County, Illinois, an Illinois not-for-profit corporation (hereinafter “Licensee”), the limited license to conduct the following Authorized Activities:

- 1) 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 this agreement (“Events”), at the Village’s Swanson Park located at 5444 Swanson Rd, Roscoe, Illinois 61073.
- 2) Exclusive use and operation of the concession facility located within the park.
- 3) Authority to operate or host youth softball tournaments at the Park, which shall specifically include the hosting of youth softball tournaments in which for-profit teams are, or may be, participants.
- 4) Use of the Premises at such reasonable times needed by Licensee to maintain the softball diamonds and fields for play and cleaning of the Premises after play.

**ARTICLE I
TERM OF AGREEMENT**

- A. Term. The initial term of this Agreement shall commence on January 1, 2018 (the “Date of Commencement”) and shall expire after a period of three (3) years, through and including December 31, 2020 (“Date of Expiration”), unless this Agreement is extended or earlier terminated as provided herein.
- B. Extension. At least 90 days prior to the first anniversary date of the agreement (no later than October 2, 2018), and annually thereafter (no later than October 2 of any given year) and with not more than one request per 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, or should the Village fail to respond to such request by the Anniversary Date of the agreement, 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 initial Date of Expiration or any successive Date of Expiration, the Agreement shall be allowed to

expire upon the Date of Expiration 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 Date of Expiration (or any successive Date of Expiration), regardless of whether such a request has been previously requested or previously denied in a past year.

ARTICLE II SCOPE OF USE

Scope of Use; License The limited license granted in this agreement shall extend to the Parks and Facilities owned by the Village of Roscoe (“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 III 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 IV 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 V ANNUAL DONATION & CONTRIBUTION

- A. Use Fee. Licensee shall pay to the Village an annual contribution in the sum of \$3,500.
- B. Payment of said sum shall be made annually on or before March 31 of each year this agreement is in effect.

ARTICLE VI 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 made necessary by any act or negligence of Licensee, Licensee's guests, agents, or invitees, except as otherwise provided herein.
 - 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 expected. 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 21 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 VII 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 shall act on a request for signage within two weeks of receipt of such request provided that Licensee's request is submitted not less than one week prior to the next Village Board meeting. Should the Village fail to approve, deny, or otherwise act upon a properly submitted request within the two-week period, the request shall be considered approved.
 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 VIII 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 IX
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 or 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 reasonable 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 X
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. 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 XI
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. If organization is Charitable, 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 XII
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 to each party at the following addresses:

If to the Village:

Village Administrator
Village of Roscoe
10631 Main Street, Box 283
Roscoe, IL 61073

With a copy to:

Village President
Village of Roscoe
10631 Main Street, Box 283
Roscoe, IL 61073

If to Licensee:

Stateline Fastpitch Softball, Inc.
PO Box 525
Roscoe, IL 61073

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 XIII
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: _____

Title: _____

Date: _____

LICENSOR:

The Village of Roscoe, Illinois
an Illinois municipal corporation

By: _____

Name: David A. Krienke

Title: Village President

Attest: _____

Name: Lori Taylor

Title: Village Clerk

Approved June 19, 2018
[Resolution: 2018-R29]



2024 Banner Sponsors

2024 Stadium Dugout Sponsor Banners

4'x8' Dugout Banner Sponsors



**BILDERBACK
AUTO PARTS INC.**

**1592 Fischer Rd
South Beloit, IL**

815-389-3247
**1,500 CARS AND 100,000 USED PARTS
IN STOCK**

RR ROCK RIVER DOOR COMPANY

Garage Door Sales, Service and Installation

**815-624-DOOR (3667)
Rockton, IL**

www.RockRiverDoor.com

RESIDENTIAL • COMMERCIAL • FREE ESTIMATES • FULLY INSURED • LOCALLY OWNED & OPERATED
Veteran and First Responder Discounts Available

When You Drive a Toyota, You're Driving a Winner

**• Best Resale Value
• Most Trusted Brand
• 5-YEAR Lowest Cost
to Own Award
• Best Overall Truck Brand**

ANDERSON TOYOTA
Perryville at Riverside • 815-397-8995 • AndersonToyota.com

2024 Diamond 2 Dugout Sponsor Banners

**Stepping
Stones**
child's center

815-623-7282
www.steppingstonesroscoe.com

BROWNFIELD
ENVIRONMENTAL ENGINEERING RESOURCES

645 THIRD STREET, SUITE 250
BELOIT, WI 53511
608-856-5434

WWW.BROWNFIELDUSA.COM

2024 Swanson Park Walkway Banners

27.5" x 96" WALKWAY BANNERS



FARMERS
INSURANCE

JEFFREY RICHTER
INSURANCE SPECIALIST

7479 WALTON ST STE 2
ROCKFORD, IL 61108-4613
815-399-1415 (OFFICE)
815-399-7431 (FAX)
DREW.JRICHTER@FARMERSAGENCY.COM

BUY HERE **DiGiavanni's XTREME** **PAY HERE**

DiGiavanni's
XTREME

Auto and Cycle Sales
815-282-CARS (2277)

7515 N. 2ND ST. • MACHESNEY PARK. IL

At Vaughn's you get **MORE** for **LESS!**

Vaughn's
HOME FURNISHINGS & APPLIANCES

FREE DELIVERY!

3833 AUBURN ST
ROCKFORD, IL.
61101

815-964-3308

ZERO% INTEREST
FOR 1 YR
NOTHING DOWN

CELEBRATING **50 YEARS**
Corner of Auburn and Central



MANEY'S LAWNSCAPE
Lawn Maintenance & Landscaping

JEFF MANEY - PRESIDENT

PH: 815.885.1776
Fax: 815.885.1779
Cell: 815.378.4275

P.O. Box 15018
Loves Park, IL 61132-5018
Email: maneylawn@comcast.net

FREE ROOF ESTIMATES & STORM RESTORATION INSPECTIONS!



Shamrock
CONSTRUCTION

ROOFING • SIDING • GUTTERS • STORM RESTORATION

815-623-3179 • www.ShamrockConstruction.biz



OLIPHANT
LOCK & SAFE
INC.

131 E. Riverside Blvd
Loves Park, IL 61111
815-227-5700

AUTOMOTIVE • RESIDENTIAL • COMMERCIAL



AUTO | HOME | LIFE | BUSINESS | RETIREMENT

COUNTRY
FINANCIAL

Nick Sommer
10514 Main St.
Roscoe, IL 61073

PH: 815-633-9404

<https://agents.countryfinancial.com/usa/il/roscoe/nick-sommer>



MURRAY'S AUTO
SALVAGE INC

6821 S NELSON RD
BRODHEAD, WI 53520

Monday - Friday 9-5 Saturday 9-3
Closed Sundays & Holidays

(608) 879-2525

Enhance your performance with chiropractic care.



REICH
CHIROPRACTIC CLINIC
GENERATIONS OF CHIROPRACTIC CARE

Dr. Jillian Mazeika
1831 Blackhawk Blvd, South Beloit, IL
815-389-1492

www.reichchiropracticclinic.com

Gresty 
AUTO SALES 

2080 HARLEM ROAD • LOVES PARK, ILLINOIS
815-633-2266
WE FINANCE • BUY HERE • PAY HERE

BLACKHAWK PROPANE
A Division of LAKES GAS
FOR ALL YOUR PROPANE NEEDS
(815) 389-3522
1000 DONER DRIVE
SOUTH BELOIT, IL 61080
WWW.LAKESGAS.COM/BLACK-HAWK-PROPANE/

KIDZ UNCTION
Childcare and Learning Center
5641 Hwy 251 • Davis Junction, IL • 815-393-7089

JASON BONOMO
3925 N. Alpine Rd
Just South of Riverside
(815) 636-1500
SE HABLA ESPAÑOL
AUTO • HOME • LIFE
BUSINESS • RENTERS
State Farm

LICENSED • BONDED • INSURED
Red's CONSTRUCTION
ROOFING • GUTTERS • WINDOWS • DOORS • SIDING
779-537-4130

Proud to support the neighborhood
State Farm
Huber Ins and Fin Svcs Inc
Shane Huber, Agent
221 E Il Route 38, Rochelle, IL 61068-2303
Bus: 815-562-7011
shane@shanehuber.com
Like a good neighbor, State Farm is there.

Proudly Serving Winnebago, Pecatonica And Seward
Just The Stump
Stump Grinding Service
JASON ACKERMAN
Stump Removal
Fully Insured
Winnebago, IL 61088
Call Today For A Free Estimate : 815-222-7801

Hits DJ Service
FOR ANY TYPE OF EVENT
WEDDINGS PHOTO BOOTHS
SWEET 16s PARTIES
DJ: Joe Locke
(815) 289-0276
email: joe@hitsdj.com
www.hitsdj.com

251 Automotive
WE WORK ON ALL MAKES AND MODELS
CALL TODAY FOR AN APPOINTMENT
815.957.4788
14440 Dearborn Ave.
South Beloit, IL

815 Automotive
For All Your Vehicle Needs
Shannon Barlow
815.860.0661
1023 Harlem Road
Machesney Park, IL
815auto1@gmail.com

DQ Grill & Chill
5482 ELEVATOR RD.
ROSCOE, IL 61073
815-623-1133
DOORDASH

KOH KIM COLBY HOMES

iPlumbing Co. inc.
815-997-7301
Machesney Park, IL
Crystal Lake Transmissions
Honesty, Integrity, Quality.
80 Berkshire Dr • Crystal Lake, IL
815-477-1163
www.cltransmissions.com

Water Treatment & Plumbing Services

Come See What's New at
shine
Roscoe's largest selection of POLISH POTTERY.
815.977.4362
@WeShineIL

GCRV
Glampin' Campin'
RV Rentals, LLC
815.670.1923
rvrentals@glampincampin.net

New Location Bigger & Better
R&L AUTO BODY
Roscoe, IL
Insurance Works Welcome!
Over 30 Years Experience
Locally Owned & Operated
www.rlandautobody.com
rlautobody@aol.com
815-623-1100
5414 Edith Lane • Roscoe, IL

Beloit Special Machining COMPANY, INC.
1504 Sixth Street • Beloit, WI 53511
608-365-0147 • www.bsmci.com

State Farm
Your Home Town State Farm Agent
Cathy (Wedwick) Bellich
"Honoree Class of 76"
807 E. Union
Rockton, IL 61072
815-624-2661
WWW.CATHYBELLICH.COM

Machesney Mini Warehouses
24/7 secure storage facility
815-654-9606
11330 North Second St.
Machesney Park, IL
www.mmw-storage.com

UTZIG CARSTAR
Collision & Glass Service
(608) 752-7727
1715 W COURT ST • JANESVILLE, WI 53548
M-F: 8AM-5PM SAT: CLOSED SUN: CLOSED

D&S Marine Inc
Complete Fiberglass, Aluminum & Wood Repair & Restoration
• Free Estimates
• Complete Fiberglass Repair
• Metalflake & Gel Specialists
• Call Us For Additional Services
815-623-6846 • info@dsmarineinc.com
www.dsmarineinc.com | 5350 Edith • Roscoe, IL

Blain's FARM & FLEET
7300 E. Riverside Blvd
Loves Park, IL
815-633-0869
www.blainsfarmandfleet.com

TIM SARGENT HEATING-COOLING
5964 Dusty Lane • South Beloit, IL
(815) 509-6638
COMMERCIAL & RESIDENTIAL
22 Years Experience -EPA Certified
Veterans & Seniors Discount

 <p>Executive LAWN SERVICES 815-245-5932 Free Estimates / Fully Insured Residential & Commercial • Mowing • Fertilizing Programs • New Lawns • Sprink & Fall Cleanup • Landscape • Dr. Tractors • Aeration • Snow Services • Sealing www.executive-lawn.com</p>	 <p>Gill's DINER Machesney Park, IL 7834 N 2nd St • Machesney Park 815-633-2196</p>	 <p>ROCKTOWN ADVENTURES LEAD OR BE LEAD OUT 313 North Madison St. • Rockford, IL 815-636-9066 www.rocktownadventures.com</p>	 <p>AHW Tomorrow's Solutions Today YOUR LOCAL JOHN DEERE DEALER HARVARD 1810 N. Division St. 815-943-4461</p>
--	--	---	---

 <p>Huntington LEARNING CENTER TUTORING & TEST PREP 5301 E. STATE ST #104 ROCKFORD 1.800.CAN.LEARN</p>	 <p>Quality Pro-Dent 1348 Fairgrounds Rd Belvidere, IL 61008 815-975-9546 Gary Dixon - President garydixonautosales.com</p>	 <p>HAAS CONSTRUCTION SPECIALIZING IN QUALITY CONCRETE WORK SERVING ROCKFORD, IL AND THE SURROUNDING AREAS 3025 WELDON RD ROCKFORD, IL 61102 815-965-1885</p>	 <p>AQUATICS UNLIMITED INC For All Your Aquatic Needs... • Inland Ponds • Inland Canoe Rentals • Fish for Stocking • Sub Divisions • Golf Courses • Canals • Lakes & Ponds 18011 Crowley Rd Harvard, IL 815-943-6677</p>
---	---	---	---

 <p>I. SPINELLO LOCKSMITHS & SECURITY INTEGRATORS LOCKSMITH SERVICES • SECURITY CAMERAS SAFES AND VAULTS Spinello Locksmiths & Security Integrators is a local independent company committed to providing reliable and comprehensive professional locksmith and home security services to Rockford and surrounding areas. We put our customer first and work hard every day to earn your respect and repeat business. 1-815-294-1888 24 hour emergency service</p>	 <p>11th STREET EXPRESS PRINTING INC 815-968-0208 2135 11th Street Rockford, IL 61104 11streetexpress.com ANYTHING THAT'S FIT TO PRINT</p>	 <p>Temple's 5 Star Mufflers 422 N. State St. Belvidere, IL 61008 (815) 547-6818</p>	<p>OUR 91% CUSTOMER RETENTION RATE SINCE 1960 IS NO COINCIDENCE!  KEYSTONE II INSURANCE AGENCY II 613 Phelps Ave Rockford, IL 61103 Ph. 815-962-6641 • Fax 815-962-6652</p>
--	--	---	--

 <p>Duke's Ripple CONES, SUNDAES, SHAKES EST. 1952 SOUTH BELOIT, ILLINOIS 470 BLACKHAWK ROAD 815-389-1620</p>	 <p>PORCH Stop in for Unique Gifts & Decor Monday - Thursday 9-6 • Friday 9-5 • Saturday 9-4 3065 N. Perryville, Rockford 815.282.8881</p>	 <p>Mary's Place Custom Catering 525 Washington St. South Beloit, IL 815-601-5124</p>	 <p>Luntriment RECREATIVE CONCRETE AND EGRESS WINDOW EXPERTS CALL US TODAY FOR FREE ESTIMATE! 815-757-7444 LUNTRIMENT.NET WALKWAYS • PATIOS • DRIVEWAYS • EGRESS WINDOWS</p>
--	---	--	--

 <p>R.J. Bowers DISTRIBUTORS, INC. Pressure Washers, Parts & Accessories 2003 Harrison Avenue Rockford, IL 61104 815.399.8839 www.rjbowers.com</p>	 <p>PARK PLACE OF BELVIDERE SKILLED NURSING AND REHABILITATION 1701 3th Avenue • Belvidere, IL 61008 815-544-5481 815-544-4059 www.parkplaceofbelvidere.com</p>	 <p>Premier Heating & Air Conditioning Installation • Service • Maintenance www.HVACpremier.com (815) 669-0060</p>	 <p>AARON'S LOCK & SAFE Security Center 417 Liberty Ave. Beloit, WI 608-362-8532 www.aaronlockandsafe.com</p>
---	---	---	---


Cross Country Construction
 11355 Main St. Roscoe, IL 61073
 Phone: 815-315-0637 • Fax: 888-346-5306
 www.CrossCountryConstruction.biz


GOTTMAN'S AUTOMOTIVE SERVICE
 (815) 873-0042
 5105 American Rd.
 Rockford, IL 61109


Residential • Agricultural • Commercial • EV Chargers • Battery Back-Up

STATELINE SOLAR
 815-580-3011 | StatelineSolar.net | Lena, IL
 Family Owned • Community Values • Local Team


STATELINE GARAGE DOOR REPAIR INC.
 815-509-4070
 24HR. EMERGENCY SERVICE

MADE IN THE USA
 205 N. Adams Ave. Freeport, IL 61032
 (815)-616-8081

Phk Bicycles
 Custom Built Frames • Bicycle Repair
 www.phkbikes.com

ROCKTON FOOD & SPIRITS

PLAY TO WIN BIG

121 W Main Street Rockton, IL 61072
(815) 624-5800

Monday - Thursday 9:00 A.M. - 09:00 P.M. Friday - Saturday 9:00 A.M. - 10:00 P.M.

www.facebook.com/rocktonliquor

Protecting your things? That's my thing.

It's called service.

Danna Krischke
815-654-5433

State Farm

ROCKS
VOTED BEST AGENT FOR PAST 7 YEARS

Pietro's Pizzeria

Carry Out and Delivery Options Available!

Mon - Thu, Sun: 10:00 am - 9:45 pm
Fri, Sat: 10:00 am - 10:45 pm

5724 Elevator RD • Roscoe, IL 61073 • (815) 623-2112

K&H EXTERIORS

A TRUSTED NAME SINCE 1961.

CALL 815-637-6946
WWW.KHEXTERIORS.COM

• ROOFING • SIDING • WINDOWS • DOORS

BBB

QUEST7

RETAIL SHIPPING CENTER

• Domestic Shipping • Fax & Copy
• Custom Boxes • Laminating • Packing Supplies

Machesney Park
9853 North Alpine Road North of Target on Alpine Road
(815) 654-SHIP (7447) Fax (815) 654-7405
www.quest7rsc.us • Packing • Shipping

WASTE WATER MANAGEMENT
of Northern Illinois

"Your complete septic service"

Serving All of the Northern Illinois Area: Ogle, Winnebago, DeKalb, Lee & Boone Counties

Licensed & Insured
815-732-7612
www.wastewatermanagement.net

dickey staffing solutions

ARE YOU JOB SEARCHING IN LOVES PARK, ROCKFORD, IL OR THE SURROUNDING AREAS?

815-636-4477

DSS@dickeystaffing.com • www.dickeystaffing.com

BELOIT FAMILY RESTAURANT

Where we treat you like family

2780 Prairie Ave
Beloit, Wisconsin
608.363.8555

DETAIL GUYS AUTO SPA

DETAILING & PROTECTION SPECIALISTS

9241 STARBOARD DR UNIT B, ROSCOE, IL
815-520-3319

** MOBILE & IN-SHOP SERVICE **

RAY'S SEWER & DRAIN & HVAC SERVICES

You Name It... We Can Get It Done! Any Job Big or Small.

• Sewer & Drain
• HVAC Services
• Plumbing Repairs
• And Much More

FREE Estimates • Senior Citizen Discounts

(815) 601-6013 • www.raysseweranddrain.net

L&J INDUSTRIAL STAPLES, INC.

815-864-3337 • Fax: 815-864-3307

15 W Market St • PO Box 104 lbakere@industrialstaplesinc.com
Shannon, IL 61078 www.ljindustrialstaples.com

ORS PHYSICAL THERAPY

ROCKFORD-BELVIDERE-LOVES PARK
BYRON-DIXON-WINNEBAGO
www.orspt.com

V-TWIN CYCLE

100 N. PECATONICA ST
WINNEBAGO, IL
(815) 335-5180

MOBILITY CONNECTION

4100 E. STATE ST.
ROCKFORD, IL 61108
815-965-8090
WWW.MOBILITY-CONNECTION.COM

Dannell's Towing

24-HOUR EMERGENCY TOWING SERVICES

Serving the Winnebago & Boone County Area
815-633-3586

Holder Hearing Solutions

815-262-6415

James Holder
Owner

Hearing & Air Conditioning Licensed - Bonded - Insured

holderhearingolutions@gmail.com
P.O. Box 2513 - Loves Park, IL 61112

CELESTIAL SPA WELLNESS SPA

BUYERS & TAILORS

8723 N. IL ST. 2 • STANB • (815) 304-0808

SHOP OUR UNIQUE BOUTIQUE:

GIFTS-SCARVES
BODY JEWELRY
PURSES & MUCH MORE!

VERSAPPA SPRAY TAN
4 LAYERS BY TANNING
BRAND NEW LED RED LIGHT THERAPY BED

JOHN WICKHEM AGENCY

Professional Independent Service

INSURANCE

1504 N. Randal Ave. • Jonesville, WI 53545
608-752-6030

Looking to buy or sell? Let's Chat! Request a FREE consultation


john@johnwickhem.com
815-278-8074

EZ CARE SERVICES

Lawn Care & Snow Removal Specialists

John "EZ" Enzinger
815-275-1749 (cell)
FREEPORT, IL

 <p>2024 PRESIDENT'S AWARD</p> <p>HEATING AND COOLING SERVICES IN ROCKFORD, IL</p> <p>24/7 Emergency Services • Utility Rebates Available • Free New Installation Estimates</p> <p>(815) 965-9494</p>	 <p>CALL A TRUSTED GARAGE DOOR COMPANY IN ROSCOE, ROCKFORD & BELLEVILLE, IL.</p> <p>815-765-1551</p> <p>WE GIVE YOUR GARAGE CLOSURE</p>	 <p>SERVING WISCONSIN & ILLINOIS HEAVY AND LIGHT DUTY TRUCKS AND AUTO</p> <p>608-362-5377</p> <p>1633 HUEBNER PKWY, BELLEVUE, WI</p> <p>WWW.DEWEYSERVICE.COM</p>
--	---	---

<p>Striving to make insurance fun!</p> <p>Stateline Insurance Agency, Inc.</p> <p>Licensed in IL & WI</p> <p>10015 Green St PO Box 388 • Hebron, IL 60034</p> <p>Phone: 815-648-2411</p>	 <p>JACK'S TIRE</p> <p>Sales and Service</p> <p>4829 Prairie Hill Rd. South Beloit, IL</p> <p>815-389-9849</p> <p>www.jackstire.com</p> <p>TIRES • BRAKES OIL CHANGES ALIGNMENTS SUSPENSION</p>
---	---

<p>Full-Time Day Care and Preschool</p>  <p>Best Beginnings Learning Center</p> <p>From 7am - 5:30pm 108 North Second St • Oregon, IL 60061</p> <p>Proudly serving Ogle County for 25 years</p> <p>815-732-3760</p>	 <p>Looking forward to serving your excavating needs... Ag, Residential, Ponds and Licensed Septic Installer</p> <p>15718 Capron Rd • Capron, IL</p> <p>815-482-8425</p>
---	--

 <p>BELKNAP ROOFING LLC</p> <p>Bonded • Insured • Doing It RIGHT The First Time</p> <p>Paul Belknap 815-985-4637</p> <p>www.belknaproofingllc.com</p>	 <p>WOODWARD</p> <p>Setting the global standard in the aerospace industry</p>  <p>5001 N. 2nd Street Loves Park, IL 61011</p> <p>(815) 877-7441 • www.woodward.com</p>
---	---

 <p>Rock Bay Harbor</p> <p>Independent Living for Seniors 55 Years and Older</p> <p>1 and 2 Bedrooms Available Call for current rental rates</p> <p>8900 Southway Plaza Beloit, WI rockbayharborliving.com 608-362-1020 Sawallproperties.com</p>	 <p>DQ Grill & Chill</p> <p>1601 SANDY HOLLOW RD. ROCKFORD</p> <p>815-398-3303</p>	 <p>Ernie's Auto Repair 815-633-3404</p>  <p>erniesautorepair0305@gmail.com</p> <p>7800 N. 2nd St. • Machesney Park, IL</p>
--	---	--

 <p>AMERICAN BELL</p> <p>SCREEN PRINTING, EMBROIDERY & MORE</p> <p>11447 2nd Street, Roscoe</p> <p>815-623-5522</p> <p>ameribell@charter.net Mon-Thurs 8-6 Fri-Sat 9-1</p>	 <p>CARLSON HEATING & COOLING</p> <p>Licensed • Insured • Bonded</p> <p>Servicing Rockford & Surrounding Areas We Service most makes & models</p> <p>815-243-0232</p> <p>www.machesneyparksvac.com</p>	 <p>ACM A.C. MCCARTNEY</p> <p>Serving Customers Since 1900!</p> <p>A.C. McCartney Farm Equipment</p> <p>14934 Freepoint Road Durand, IL</p> <p>815-248-2161</p> <p>www.acmccartney.com</p>	 <p>Meraki</p> <p>SALON • STUDIO</p> <p>815-270-0955</p> <p>www.merakioscoco.com merakioscoco@gmail.com</p>
--	---	---	---

 <p>The Potato Shack</p> <p>5529 N 2ND ST, LOVES PARK, IL 61111</p>	 <p>D-N Recycling</p> <p>We Buy, Sell & Even Haul Away Your Unwanted PALLETS</p> <p>7051 W STATE ST ROCKFORD, IL 61101</p> <p>815-316-0636</p>	<p>Keeping you safe for over 60 years</p>  <p>ABC FIRE & SAFETY, INC.</p> <p>2581 Park Ave • Beloit, WI</p> <p>608-362-1634</p> <p>www.abcfirebeloitwi.com</p>	 <p>LAW OFFICES OF HENRY REPAY</p> <p>REAL ESTATE BUSINESS INJURIES ESTATES BANKRUPTCY</p> <p>WE ARE A DEBT RELIEF AGENCY. WE HELP PEOPLE FILE FOR BANKRUPTCY UNDER THE BANKRUPTCY CODE.</p> <p>930 W. LOCUST ST. • BELVIDERE</p> <p>815-547-3369</p>
---	--	--	--

 <p>Johnson's Processing Plant</p> <p>201 IL Route 40 Chadwick, IL</p> <p>(815) 684-5183</p>	<p>GOOD LUCK ATHLETES!</p>  <p>Steak Shake</p> <p>The original Steakburger</p> <p>1568 N. LANE ROAD MACHESNEY PARK, IL 815-634-7475</p>	 <p>StoneBakers Pizza</p> <p>113 E. Prairie • Marengo, IL</p> <p>815-568-7000</p> <p>stonebakerspizza.com</p> <p>Dine In • Carry Out Delivery Available All Day</p>	 <p>WINNEBAGO PARK DISTRICT</p> <p>BASEBALL • BASKETBALL • FOOTBALL - SOCCER - RUNNING CLUB - CHEER AND DANCE - ADULT FITNESS</p> <p>301 N. CHURCH ST., WINNEBAGO, IL</p> <p>815.335.3211</p> <p>WWW.WINNEBAGOPARKDISTRICT.ORG</p>
---	--	--	--

 <p>BISS LANDSCAPING</p> <p>SALTING • PLOWING • MULCHING HARD SCAPE PATIOS • FIRE PITS BLOCKWALLS • FIELD MOWING LANDSCAPING</p> <p>815-633-6259</p>	 <p>ROSCOE VFW POST 2955</p> <p>815-623-7667</p>	 <p>AREA SALVAGE & RECYCLING</p> <p>778-500-0162</p> <p>207 People Ave. Rockford, IL</p> <p>WE BUY COMPLETE CARS!! PAYING TOP \$\$\$ ON ALL SCRAP METAL!! Copper, Aluminum Cans, All Types of Metals Catalytic Converters, Motors, Transmissions</p> <p>Hours: Mon-Fri 9AM-4PM, Sat 8AM-1PM Sun CLOSED • CLOSED 12-12:30 for lunch</p>	 <p>Hansen-Gravitt Funeral Home</p> <p>A Family Helping Families Since 1939</p> <p>Offering: Funeral Services • Memorial Services Cremation • Pre-Planning</p> <p>424 Prospect St Beloit, WI 53511</p> <p>P: 608.362.6044 • F: 608.362.1278 E: jgravitt@hansengravitt.com</p> <p>www.hansengravitt.com</p>
---	--	--	---

 <p>Neli's FAMILY RESTAURANT</p> <p>1055 GARDNER ST. SOUTH BELOIT, IL 61080</p> <p>STEAKS • RIBS • SEAFOOD • CHICKEN</p> <p>BREAKFAST SERVED ALL DAY</p> <p>MON-THURS: 6AM-9PM FRI: 6AM-10PM SAT. & SUN: 6AM-9PM</p> <p>(815) 389-0529</p>	 <p>BONES TIRE SERVICE</p> <p>815-914-7355</p> <p>80 GREEN ASK ABOUT OUR RECYCLING</p>	 <p>springfield electric SUPPLY COMPANY</p> <p>A Sonapar Company</p> <p>737 North Madison 815-968-5781</p> <p>www.springfieldelectric.com</p>	 <p>HARLEM TOWNSHIP</p> <p>EST. 1879</p> <p>Gary Jury Mayor</p> <p>Jim Valdes Alderman</p>
---	---	--	--

Swanson Park Gate Banner

27.5"x 96" GATE BANNER SPONSOR



Press Box Banner

27.5"x 96" GATE BANNER SPONSOR

Diamond Sponsors

48"x 96" DIAMOND BANNER SPONSOR





STATELINE SPORTS GROUP

[Who We Are](#)

[Staff & Board](#)

[Facility Reservations](#)

FURY SOFTBALL

[Fury Home](#)

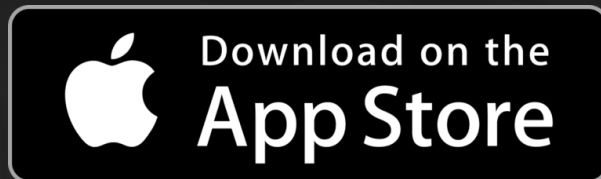
[Fury Coaches](#)

[Fury Team Store](#)

SHAMROCKS

[Shamrocks Home](#)

DOWNLOAD OUR APP



© 2023 STATELINE SPORTS GROUP. ALL RIGHTS RESERVED.

[MY DASHBOARD](#) | [PROGRAM RESOURCES](#)

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 7.

Agenda Item:	Chicory Ridge Subdivision Annual Garage Sale		
Date:	April 16, 2024	Meeting:	Village Board
Prepared by:	Vic Wilder	Department:	Special Events

Overview/Background Information

The Chicory Ridge Subdivision Annual Garage Sale will be held May 17, 18, and 19th. This is an annual event that has been taking place for over 10 years. The event comprises approximately 80-100 homeowners participating with a wide range of items for sale. This event brings in hundreds if not thousands of people from all over the area.

Key Issues

Traffic congestion is a key issue with this event. The roads in Chicory Ridge are narrow and make traveling difficult when there are vehicles parked on the sides of the roadway. The police and fire have reviewed the application and will be directing our Public Works department to post no parking signs in the designated areas to control traffic flow and reduce the risk of accidents. No parking will be posted on both sides of Chicory Ridge Way and Meadowsweet Lane up to Angelica Lane. All other roads will have parking on the even side only. There are several corners where we will extend the no parking zone to ensure area to turn for a large truck or bus. Along with the road congestion, this event creates a great deal of walking traffic. This event is during school and will have the school buses in the morning and afternoon on the Thursday and Friday of the event.

Fiscal Note/Budget Impact

There is a cost to the Village for this event. In 2023, this event cost the Village approximately \$2,310.06. The Police hired back one office for Friday and Saturday at a cost of \$1,063.43. The Public Works department had 14 hours of time to set up and remove the signs throughout the subdivision. The cost of this service was \$350.84. The cost for the Code Enforcement to be present was an additional \$356.79. The final cost is the purchasing of the no parking signs for a cost of \$539.00. Total cost \$2,310.06.

Prior Legislative Actions

Event was approved by the Committee of the Whole on April 16, 2024.

Action Required/Recommendation

Approve the event known as Chicory Ridge Subdivision Annual Garage Sale to be held on May 17, 18 and 19th.

Attachments

Special Event application
Temporary sign permit

Special Event
Application Form

RECEIVED FEB 16 2024

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:

Annual Chlcory Ridge Subdivision Garage Sales

Nature of Event:

Garage Sales

Location of Event: Chlcory Ridge Subdivision Projected Attendance: _____

Address of Organizer: _____ Phone Number: _____

Event Date(s): May 17, 18 + 19, 2024

Event Hours: 8am @/pm until 5pm / 10pm am/pm

Setup/Assembly Date: _____ Start Time: _____ am/pm

Dismantle Date: _____ am/pm Completion Time: _____ am/pm

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

put up banners for sign up + advertise sales

- 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) 623-7338 * Fax: (815) 623-7254 * Email: shawley7894@roscoepolice.com

Special Event
Application Form

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

Name: Mari Sweeney Phone Number: [REDACTED]
Email: [REDACTED]

Additional Comments:

Applicant Signature:

Date:

[REDACTED] 2-16-2024

Police Department
10595 Main Street
Roscoe, Illinois 61073
shawley7894@roscoepolice.com

OFFICIAL USE ONLY

Date Filed: _____

Police Department: _____
Signature _____ Date _____

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

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

1004438
Receipt

Cc: Public Works, Zoning, HRFPD, WCBD

Special Event
Hold Harmless Agreement

I, Mac Sweeney 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 Chicory Ridge Subdivision Sales

to be held May 17, 18, 19, 2024

Signed this 16 day of February, 20 24

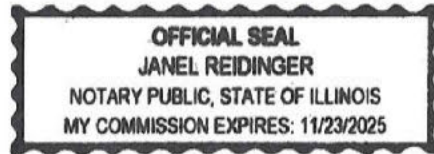
Marjorie R Sweeney
Name

10659 Chicory Ridge Way
Address

[Redacted Signature]
Signature

[Redacted Witness]
Witness


2-16-2024 Rewd (A)





10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

SIGN LOCATION (exact address) at meadowsweet + Roscoe Road
Chicory Ridge Way + Roscoe Road
BUSINESS NAME Chicory Ridge Neighborhood (Mag Sweeney)
BUSINESS ADDRESS Chicory Ridge Subdivision
PHONE _____ MOBILE 

REASON FOR TEMPORARY SIGN/BANNER
Advertise Garage Sales

DATE FOR PLACEMENT May 11, 2024
DATE FOR REMOVAL May 20, 2024
SIZE OF BANNER LENGTH 4' HEIGHT 4'
SIZE OF SIGN LENGTH _____ HEIGHT _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

 3-7-2024
DATE

FOR OFFICE USE ONLY

DATE _____ PROPERTY ZONED _____

TOWNSHIP _____

PERMIT APPROVED/NOT APPROVED _____

Scott L. Sanders, Zoning Administrator




10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

SIGN LOCATION (exact address) Roscoe Rd + meadowsweet
Roscoe Rd + Chicory Ridge Way

BUSINESS NAME Chicory Ridge Neighborhood

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE 

REASON FOR TEMPORARY SIGN/BANNER
Garage Sales Sign-up

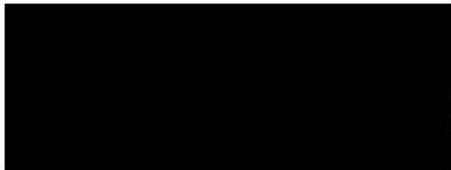
DATE FOR PLACEMENT April 16th, 2024

DATE FOR REMOVAL ~~April 24, 2024~~

SIZE OF BANNER LENGTH _____ HEIGHT _____

SIZE OF SIGN LENGTH 4' HEIGHT 4'

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

 3-7-2024
DATE

FOR OFFICE USE ONLY	
DATE _____	PROPERTY ZONED _____
	TOWNSHIP _____
PERMIT APPROVED/NOT APPROVED _____	_____ Scott L. Sanders, Zoning Administrator



10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

NORTH 2ND + BRIDGE STREET

SIGN LOCATION (exact address) BOSCOE ROAD + IL ROUTE 2

BUSINESS NAME Chicory Ridge Neighborhood (Mary Sweeney)

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE

REASON FOR TEMPORARY SIGN/BANNER

Advertise neighborhood Garage Sales

DATE FOR PLACEMENT May 11, 2024

DATE FOR REMOVAL May 20, 2024

SIZE OF BANNER LENGTH _____ HEIGHT _____

SIZE OF SIGN LENGTH 8 HEIGHT _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

- # ① 6' x 2'
- ② 8' x 2'



3-7-2024
DATE

FOR OFFICE USE ONLY

DATE _____ PROPERTY ZONED _____

TOWNSHIP _____

PERMIT APPROVED/NOT APPROVED _____

Scott L. Sanders, Zoning Administrator

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 8.

Agenda Item: Summer Party- All World Machinery Supply Inc.

Date: April 11, 2024

Meeting: Village Board

Prepared by: Vic Wilder

Department: Special Events

Overview/Background Information

All World Machinery Supply Inc., is hosting their annual Summer party for their staff and for local officials. The event will take place on June 22, 2024. The event is held on the premises of the All World business located at 6164 All World Way. The event will begin at 3:00 PM and will conclude after the firework display, approximately 9:30 PM. The event includes food, drinks, games, and other family friendly activities. The event has been held at their Roscoe facility for the past 8 years. The pyrotechnic display application was submitted and was reviewed by the Harlem Roscoe Fire Dept. The plan is to launch the fireworks 254 feet away from the building and over 440 feet from Interstate 90. The event was moved from August to June to have less chance of there being a drought, making it too dangerous to display the fireworks. Harlem Roscoe Fire Chief Bergeron has stated that there are no issues with the application and no reason to deny the firework display.

Key Issues

The key issues for this event are the fireworks and safety of those around the property and traveling on Interstate 90. The police see no need for police to be on site for this event. The Harlem Roscoe Fire Department will have personnel on hand during the firework display.

Fiscal Note/Budget Impact

The cost of this event to the Village of Roscoe is minimal. The only cost is the time spent reviewing the application and communicating with officials from All World. There will be not cost from either the Police department nor the Public Works.

Prior Legislative Actions

As stated previously, this event, sponsored by All World Machinery Supply has taken place at this location for the past 8 years. The only concern in the years past is the weather conditions for the safety of the firework display. Since the event is being held two months earlier and there is less chance of a drought, the fire department has signed off on the event and the firework display. The event was approved by the Committee of the Whole on April 16, 2024.

Action Required/Recommendation

Approve the event known as Summer Party – All World Machinery Supply, Inc. to be held at 6164 All World Way on June 22, 2024. Approve the application to display fireworks at the special event.

Attachments

Special Event Application
Pyrotechnic Display Permit Application

Special Event
Application Form

RECEIVED FEB 16 2024

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:

Annual Chlcory Ridge Subdivision Garage Sales

Nature of Event:

Garage Sales

Location of Event: Chlcory Ridge Subdivision Projected Attendance: _____

Address of Organizer: _____ Phone Number: _____

Event Date(s): May 17, 18 + 19, 2024

Event Hours: 8am @/pm until 5pm / 10pm am/pm

Setup/Assembly Date: _____ Start Time: _____ am/pm

Dismantle Date: _____ am/pm Completion Time: _____ am/pm

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

put up banners for sign up + advertise sales

- 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) 623-7338 * Fax: (815) 623-7254 * Email: shawley7894@roscoepolice.com

Special Event
Application Form

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

Name: Mari Sweeney Phone Number: [REDACTED]
Email: [REDACTED]

Additional Comments:

Applicant Signature:

Date:

[REDACTED] 2-16-2024

Police Department
10595 Main Street
Roscoe, Illinois 61073
shawley7894@roscoepolice.com

OFFICIAL USE ONLY

Date Filed: _____

Police Department: _____
Signature _____ Date _____

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

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

1004438
Receipt

Cc: Public Works, Zoning, HRFPD, WCBD

Special Event
Hold Harmless Agreement

I, Mac Sweeney 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 Chicory Ridge Subdivision Sales

to be held May 17, 18, 19, 2024

Signed this 16 day of February, 20 24

Marjorie R Sweeney
Name

10659 Chicory Ridge Way
Address

[Redacted Signature]
Signature

[Redacted Witness]
Witness

2-16-2024 Rewd (A)





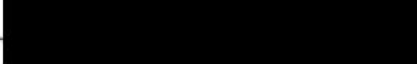
10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

SIGN LOCATION (exact address) at meadowsweet + Roscoe Road
Chicory Ridge Way + Roscoe Road

BUSINESS NAME Chicory Ridge Neighborhood (Mag Sweeney)

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE 

REASON FOR TEMPORARY SIGN/BANNER
Advertise Garage Sales

DATE FOR PLACEMENT May 11, 2024

DATE FOR REMOVAL May 20, 2024

SIZE OF BANNER LENGTH 4' HEIGHT 4'

SIZE OF SIGN LENGTH _____ HEIGHT _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

 3-7-2024
DATE

FOR OFFICE USE ONLY	
DATE _____	PROPERTY ZONED _____
	TOWNSHIP _____
PERMIT APPROVED/NOT APPROVED _____	_____ Scott L. Sanders, Zoning Administrator



10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

SIGN LOCATION (exact address) Roscoe Rd + meadow sweet
Roscoe Rd + Chicory Ridge Way

BUSINESS NAME Chicory Ridge Neighborhood

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE 

REASON FOR TEMPORARY SIGN/BANNER
Garage Sales Sign-up

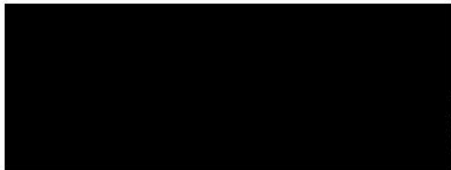
DATE FOR PLACEMENT April 16th, 2024

DATE FOR REMOVAL ~~16~~ April 24, 2024

SIZE OF BANNER LENGTH _____ HEIGHT _____

SIZE OF SIGN LENGTH 4' HEIGHT 4'

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.



3-7-2024
DATE

FOR OFFICE USE ONLY	
DATE _____	PROPERTY ZONED _____
	TOWNSHIP _____
PERMIT APPROVED/NOT APPROVED _____	_____ Scott L. Sanders, Zoning Administrator



10631 MAIN STREET
PHONE: 815-623-2829 FAX: 815-623-1360

TEMPORARY SIGN/BANNER PERMIT APPLICATION

NORTH 2ND + BRIDGE STREET

SIGN LOCATION (exact address) BOSCOE ROAD + IL ROUTE 2

BUSINESS NAME Chicory Ridge Neighborhood (Mary Sweeney)

BUSINESS ADDRESS Chicory Ridge Subdivision

PHONE _____ MOBILE

REASON FOR TEMPORARY SIGN/BANNER

Advertise neighborhood Garage Sales

DATE FOR PLACEMENT May 11, 2024

DATE FOR REMOVAL May 20, 2024

SIZE OF BANNER LENGTH _____ HEIGHT _____

SIZE OF SIGN LENGTH 8 HEIGHT _____

THE UNDERSIGNED HEREBY CERTIFIES THAT THE INFORMATION FURNISHED ABOVE IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THE APPLICANT AGREES TO REMOVE TEMPORARY SIGN BY THE REMOVAL DATE ABOVE.

① 6' x 2'
② 8' x 2'



3-7-2024
DATE

FOR OFFICE USE ONLY

DATE _____ PROPERTY ZONED _____

TOWNSHIP _____

PERMIT APPROVED/NOT APPROVED _____

Scott L. Sanders, Zoning Administrator

FIRE DEPARTMENT: (Fire Department supervising the pyrotechnic display. Copy of inspection report and/or permit from fire department or fire protection district must be attached to this application.)

Name: _____

Contact Person: _____

Phone Number: _____ Cell/Other Number: _____

DATES: Multi-Event Permit - *Please attach schedule of events.*

Single-Event Permit: *Please fill out information below:*

Date of Display: 06-22-2024

Alternate Date 1: _____

Alternate Date 2: _____

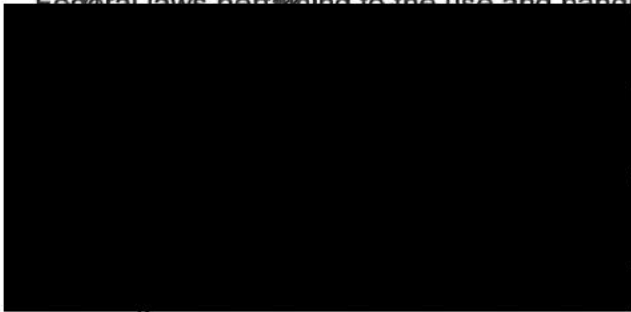
SITE PLAN: Please provide a site plan showing details of the display area, discharge area and fallout area.

FIREWORKS LISTING: Please provide a list of fireworks to be displayed including the number, class, division, and maximum size of fireworks.

CERTIFICATE OF INSURANCE: Please provide as specified in the Fireworks Code.

SIGNATURES:

The parties hereto state that the display will be conducted in strict adherence to the Rules and Regulations of the Village of Roscoe pertaining to pyrotechnic displays, and to State and Federal laws pertaining to the use and handling of fireworks and pyrotechnic displays.



Date: March 7th, 2024

Date: MARCH 8TH 2024

Date: March 7th, 2024

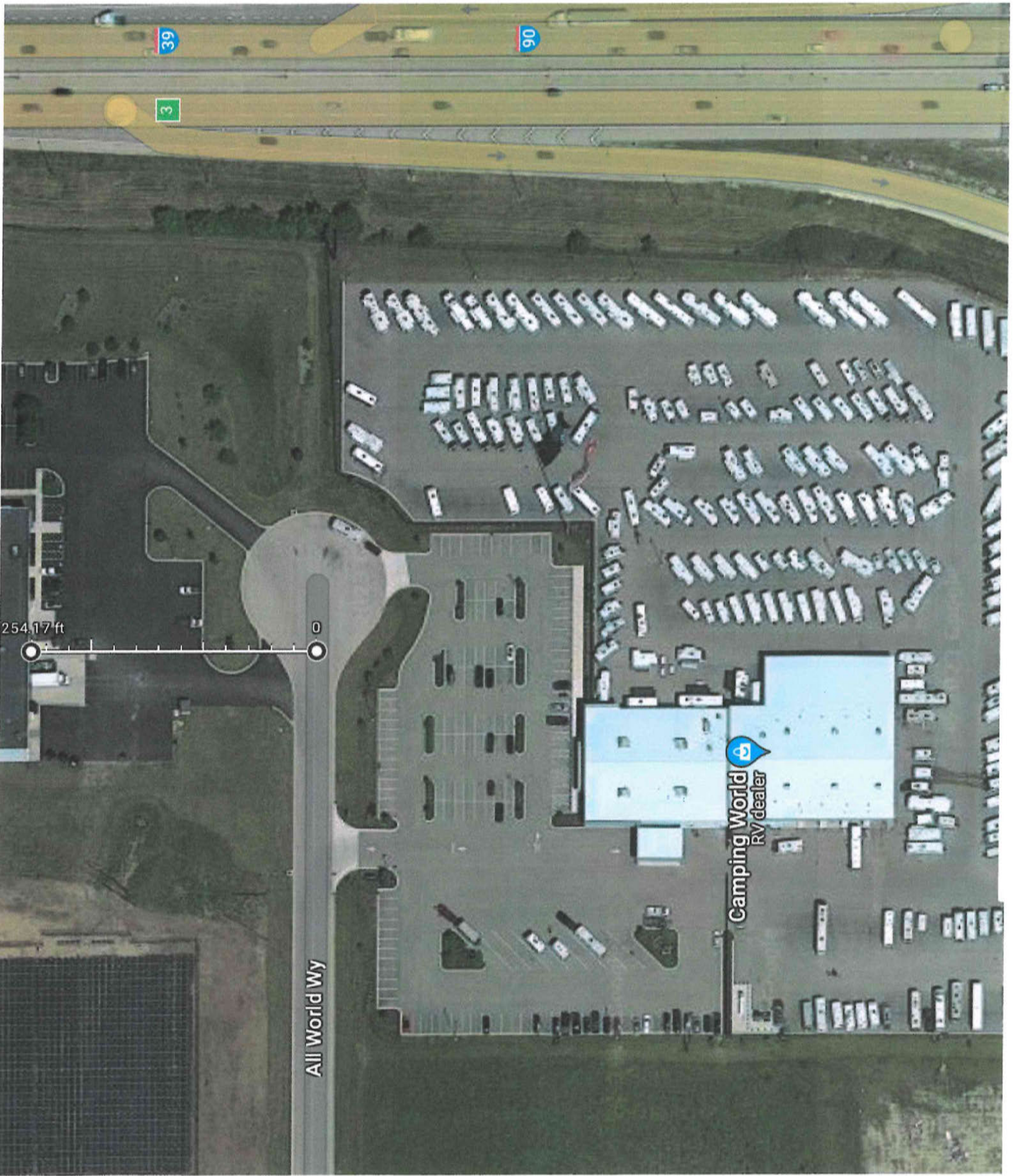
FOR VILLAGE USE ONLY

Permit No. _____

Application Reviewed by Village Board:

Approved Date: _____ (attach signed permit)

Denied Date: _____





al Tollway

All World Machinery
Supply, Inc

All World Wy

Camping World
RV dealer

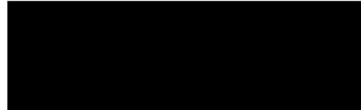
Measure distance



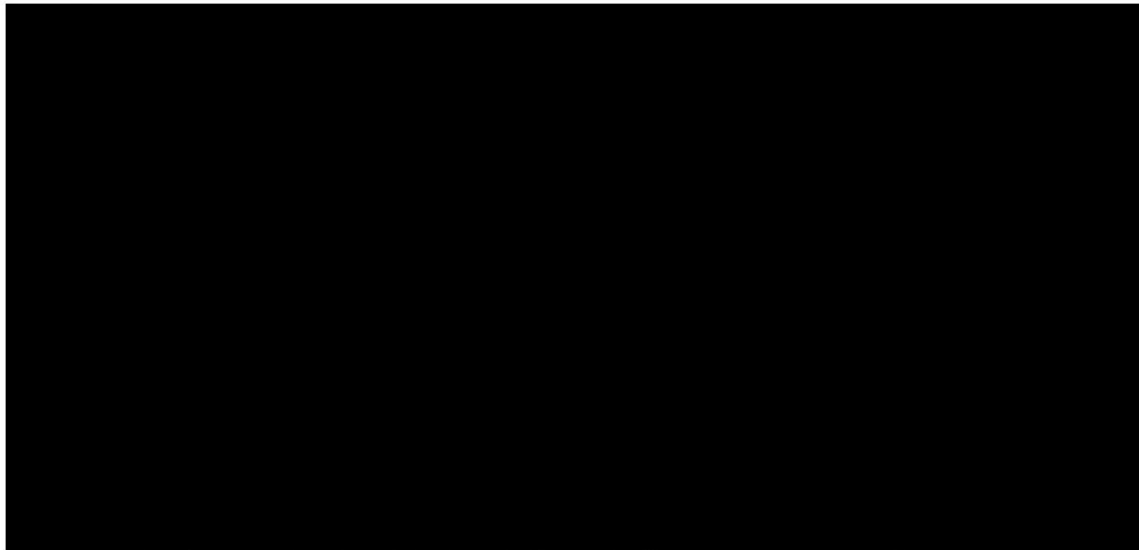
**ALL WORLD MACHINERY
FIREWORKS
INFORMATION DATA SHEET
JUN 22 2024**

LEAD OPERATOR: JOSEPH L MARCHETTI
Assistant Operator: Cindy MARCHETTI

IDNR LICENSE



SHOW DATE June 22, 2024
LOCATION OF DISPLAY: ALL WORLD MACHINERY
6164 ALL WORLD WAY ROSCOE ILLINOIS



SET UP TIME 3:00PM DISPLAY TIME 9:15PM
LENGTH OF DISPLAY 15 MINUTES

ALL UNUSED PYROTECHNICS WILL BE RETURNED TO OUR MARENGO
ILLINOIS EXPLOSIVES MAGAZINE

RKM FIREWORKS COMPANY - 27383 MAY STREET, EDWARDSBURG, County, MI 49112

License #	License Status	Start Date	End Date	Date Created	License Type
[REDACTED]	Active	04/07/2006	05/15/2024	04/07/2006	Pyrotechnic Distributor License
[REDACTED]	Active	05/21/2012	05/21/2024	05/21/2012	Pyrotechnic Operator License - BRYAN SZAIKO
[REDACTED]	Lapsed	07/21/2016	07/21/2022	07/21/2016	Pyrotechnic Operator License - GUY VAUGHN
[REDACTED]	Active	06/02/2017	06/02/2023	06/02/2017	Pyrotechnic Operator License - JACOB VOGELER
[REDACTED]	Active	06/15/2017	06/15/2023	06/15/2017	Pyrotechnic Operator License - DOUGLAS MOSER
[REDACTED]	Active	06/15/2017	06/15/2023	06/15/2017	Pyrotechnic Operator License - STEVEN SCAUGHTON
[REDACTED]	Active	06/22/2017	06/22/2023	06/22/2017	Pyrotechnic Operator License - KYLE PUMFREY
[REDACTED]	Active	08/29/2017	08/29/2023	08/29/2017	Pyrotechnic Operator License - JOHN O'BRIEN
[REDACTED]	Active	03/01/2018	03/01/2024	03/01/2018	Pyrotechnic Operator License - PETER CANGELOSI III
[REDACTED]	Active	06/04/2018	06/04/2024	06/04/2018	Pyrotechnic Operator License - JEREMY GOOD
[REDACTED]	Active	06/06/2019	06/06/2025	06/06/2019	Pyrotechnic Operator License - MATTHEW ALLEN
[REDACTED]	Active	05/25/2021	05/25/2024	05/25/2021	Pyrotechnic Operator License - THOMAS KRUSZA
[REDACTED]	Active	05/25/2021	05/25/2024	05/25/2021	Pyrotechnic Operator License - JEREMY RING
[REDACTED]	Active	06/30/2022	06/30/2025	06/30/2022	Pyrotechnic Operator License - LEONARD STELLA



**Illinois
Department of
Natural Resources**

Office of Mines and Minerals
Oper #: 2522
ULTIMATE FX L.L.C.
710 RIDGE DRIVE
MARENGO, IL 60152

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

Not exceeding 50 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2024

Certificate No.: 10051

Expires: Last day of February, 2025

Office of Mines
and Minerals



**Illinois
Department of
Natural Resources**

Office of Mines and Minerals
Oper #: 2522
ULTIMATE FX L.L.C.
710 RIDGE DRIVE
MARENGO, IL 60152

HAS PAID THE REQUIRED FEE AND IS HEREBY ISSUED A

STORAGE CERTIFICATE

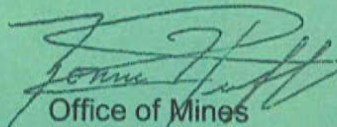
Not exceeding 50 pounds/count of explosives

Under the "Illinois Explosives Act"
Approved January 1, 2011

Effective Date: 3/1/2024

Certificate No.: 10039

Expires: Last day of February, 2025



Office of Mines
and Minerals

EMERGENCY RESPONSE INFORMATION**UN0336, FIREWORKS, 1.4G**

No chemical composition is released or exposed during normal handling, storage and transportation. In the event of a vehicle fire or intense that reaches the cargo area, the fireworks are likely to ignite. They will burn, spreading burning particles over a limited area. A mass explosion is not expected. Smoke and potentially irritating gases will be produced in such a fire. If the fireworks are spilled as the result of an accident but do not ignite, they can be picked up and repackaged with caution. The area should be kept clear of non-essential people while this is being done.

EMERGENCY ACTION

In case of fire, stop traffic, isolate the immediate area, and deny entry. Keep non-essential people away.

Fire in cargo area can be fought with water spray if necessary, although disposal and site clean up will be simplified if material is allowed to burn. Try to prevent other types of fire from reaching the cargo area.

Self-contained breathing apparatus (SCBA) and structural firefighter's protective clothing will provide some limited protection. Firefighters should retreat if fire approaches cargo area, and use unmanned hose holder to direct water spray on fire.

For additional information, call the shipper using the emergency telephone number listed on the shipping papers. If there is no answer, call Chem-Tel's 24-hour number (800) 255-3924.

FIRE

Truck fire (other than cargo area): Flood with water. Tire fires may re-start. If possible, unhook and separate tractor from trailer. Remove vehicle that is not involved in fire from fire area if you can do so without risk. If cargo area is exposed to heat and flames, direct water spray on outside of container to cool it down. Continue spray until well after fire is out.

Cargo fire: Do not move cargo or vehicle if cargo has been exposed to heat.

Withdraw from area if and when fire reaches cargo and let fire burn, if situation allows. If fire must be fought, flood with water spray. Use firefighting team to prevent spread of fire to adjacent structures and materials.

Promptly isolate the scene by removing all persons from the vicinity of the incident. First, move people out of line-of-sight of the scene and away from windows. Obtain more information from appropriate authorities listed on the shipping papers.

SPILL OF CARGO

Shut off ignition sources. There should be no flares, smoking, tools capable of producing sparks, or flames in the vicinity of the spilled material.

Cautiously pick up the spilled devices and place them in cardboard cartons.

FIRST AID

Call emergency medical care.

Use first aid treatment according to the nature of the injury.

Information courtesy of The American Pyrotechnics Association

B2

EMERGENCY RESPONSE INFORMATION**EXPLOSIVES - DIVISION 1.4**

Articles, pyrotechnic, 1.4G, UN0431, Fireworks, 1.4G, UN0336,
Igniters, 1.4G, UN0325, Igniters, 1.4S, UN0454

POTENTIAL HAZARDS**FIRE OR EXPLOSION**

- MAY EXPLODE AND THROW FRAGMENTS 500 meters (1/3 MILE) OR MORE IF FIRE REACHES CARGO.

HEALTH

- Fire may produce irritating, corrosive and/or toxic gases.

PUBLIC SAFETY

- CALL Emergency Response Telephone Number on Shipping Paper first. If Shipping Paper not available or no answer, refer to appropriate telephone number listed on the inside back cover.
- CALL CHEM-TEL: 24-HOUR NUMBER (800) 255-3924.
- Isolate spill or leak area immediately for at least 100 meters (330 feet) in all directions.
- Move people out of line of sight of the scene and away from windows.
- Keep unauthorized personnel away.
- Stay upwind.
- Ventilate closed spaces before entering.

PROTECTIVE CLOTHING

- Wear positive pressure self-contained breathing apparatus (SCBA).
- Structural firefighters' protective clothing will only provide limited protection.

EVACUATION**Large Spill**

- Consider initial EVACUATION for 250 meters (800 feet) in all directions.

Fire

- If rail car or trailer is involved in a fire, ISOLATE for 500 meters (1/3 mile) in all directions; also initiate evacuation including emergency responders for 500 meters (1/3 mile) in all directions.

EMERGENCY RESPONSE**FIRE****CARGO Fire**

- DO NOT fight fire when fire reaches cargo! Cargo may EXPLODE!
- Stop all traffic and clear the area for at least 500 meters (1/3 mile) in all directions and let burn.
- Do not move cargo or vehicle if cargo has been exposed to heat.

TIRE or VEHICLE Fire

- Use plenty of water - FLOOD it! If water is not available, use CO₂, dry chemical or dirt.
- If possible, and WITHOUT RISK, use unmanned hose holders or monitor nozzles from maximum distance to prevent fire from spreading to cargo area.
- Pay special attention to tire fires as re-ignition may occur. Stand by with extinguisher ready.

SPILL OR LEAK

- ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area).
- All equipment used when handling the product must be grounded.
- Do not touch or walk through spilled material.
- DO NOT OPERATE RADIO TRANSMITTERS WITHIN 100 meters (330 feet) OF ELECTRIC DETONATORS.
- DO NOT CLEAN-UP OR DISPOSE OF, EXCEPT UNDER SUPERVISION OF A SPECIALIST.

FIRST AID

- Move victim to fresh air.
- Call 911 or emergency medical service.
- Give artificial respiration if victim is not breathing.
- Administer oxygen if breathing is difficult.
- Remove and isolate contaminated clothing and shoes.
- In case of contact with substance, immediately flush skin or eyes with running water for at least 20 minutes.
- Ensure that medical personnel are aware of the material(s) involved and take precautions to protect themselves.

SUPPLEMENTAL INFORMATION

- Packages bearing the 1.4S label or packages containing material classified as 1.4S are designed or packaged in such a manner that when involved in a fire, may burn vigorously with localized detonations and projection of fragments.
- Effects are usually confined to immediate vicinity of packages.
- If fire threatens cargo area containing packages bearing the 1.4S label or packages containing material classified as 1.4S, consider isolating at least 15 meters (50 feet) in all directions. Fight fire with normal precautions from a reasonable distance.

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Agenda Item:	Agreement with Lewis Brisbois Bisgaard & Smith LLP to serve as special counsel for the Village of Roscoe in relation to the Village’s involvement in Payton v. A.O. Smith corporation et al.		
Date:	05/03/2024	Meeting:	Village Board – May 07, 2024
Prepared by:	Josef Kurlinkus	Department:	Admin

Overview/Background Information

This item relates to the Village’s ancillary involvement in the matter of Payton v. A.O. Smith corporation et al. 2023L13106. The Village is among approximately 100 parties (including 30 municipalities) named in the above captioned personal injury lawsuit between the plaintiff his former employer. It appears that the Village was named because the plaintiff alleged that some time in the past (though when is not specified in the complaint) the Plaintiff’s former employer was hired to do work either by the Village or within the Village limits. Several other of the named municipalities have hired the law firm of Lewis Brisbois to jointly defend this matter, and in joining with them, will allow the Village to limit its overall cost for defense in this matter.

Key Issues

- The Village needs to engage defense counsel to represent the Village’s interests in this matter.
- Lewis Brisbois Bisgaard & Smith LLP is experienced in defending cases of this nature.
- Pooling the resources of multiple municipalities in defending this matter allows the Village to limit its overall cost of defense.

Fiscal Note/Budget Impact

Engagement Agreement is included in attachment outlining rates and expenses.

Prior Legislative Actions

This is a first read in front of the Village Board

Action Required/Recommendation

I request that the rules be suspended, and that Resolution 2024-R26 be approved at the May 3, 2024 Village Board Meeting.

Attachments

Resolution 2024-R26
Engagement Agreement.

VILLAGE OF ROSCOE, IL
RESOLUTION 2024-R26

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ROSCOE AUTHORIZING ENTERING INTO AN AGREEMENT WITH LEWIS BRISBOIS BISGAARD & SMITH LLP TO SERVE AS SPECIAL COUNSEL FOR THE VILLAGE OF ROSCOE IN RELATION TO PAYTON V. A.O. SMITH CORPORATION ET AL.

WHEREAS, the Village of Roscoe was an ancillary named party in PAYTON V. A.O. SMITH CORPORATION ET AL.; and

WHEREAS, Lewis Brisbois Bisgaard & Smith LLP (“Lewis Brisbois”) is knowledgeable and experienced in the defense of the type and subject of such litigation matters; and

WHEREAS, the Village acknowledges that these tasks are above and beyond the scope of services which are the contractual duties of the Village Attorney or any of its current employees or consultants; and

WHEREAS, the President and Board of Trustees of the Village of Roscoe believe it to be in the best interest of the residents of the Village to enter into an agreement engaging Lewis Brisbois serve as special counsel related to litigation and legal defense related to the Village’s involvement in Payton v. A.O. Smith Corporation et al;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Roscoe, that by the adoption of this Resolution, the Village President is authorized to enter into an agreement with **Lewis Brisbois** to serve as special counsel for the Village of Roscoe, Illinois, in matters related to the defense of **Payton v. A.O. Smith Corporation et al**, under such terms outlined in the scope of services, attached hereto, and incorporated herein as Exhibit “A”, and to accept and sign such an agreement for the same.

2024-R26				
1st Read:				
PASSED BY ROLL CALL VOTE ON:				
NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee Stacy Mallicoat				
Trustee Susan Petty				
Trustee Justin Plock				
Trustee Michael Sima				
Trustee Michael Wright				
President Carol A. Gustafson				

APPROVED MAY 07, 2024:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK



Michael McGinley
Mark Twain Plaza II
103 W. Vandalia Street, Suite 300
Edwardsville, Illinois 62025
Michael.McGinley@lewisbrisbois.com
Direct: 618.307.7496

April 16, 2024

Mr. Josef R. Kurlinkus
Village Administrator
josef@villageofroscoe.com
10631 Main Street
PO Box 283
Roscoe, IL 61073

Re: Engagement Letter

Dear Mr. Kurlinkus:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP (“LBBS” or “the Firm”) and Village of Roscoe (“You”); 2) define the scope of the Firm’s representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as “Engagement Letter” or the “Agreement.”

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and Village of Roscoe. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS and You until You have executed the Agreement, nor will LBBS be obligated to provide legal services, until You have returned a signed copy of this Agreement and paid the initial retainer called for under Paragraph 8.

Mr. Josef Kurlinkus
April 16, 2024
Page 2

3. SCOPE OF REPRESENTATION: SCHEDULE A

LBBS will perform only those legal services set forth in the Scope of Representation attached as Schedule A. You shall have no expectation that the Firm will provide legal services beyond those set forth in Schedule A, unless LBBS and You amend the Engagement Letter in writing or execute a separate agreement with respect to any such additional legal services. You are generally required by law to retain documents, including electronically stored information ("ESI"), which may be relevant to the matter which is the subject of the representation. Preservation of documents including ESI is Your responsibility, and it is important that You take all necessary and reasonable steps to preserve this information. The Firm is available to discuss the scope of Your obligations and to provide advice or recommendations in this regard. Nothing in this paragraph shall in any way limit Your obligation to pay for or the Firm's right to receive payment for any services provided by the Firm at Your request.

4. DUTIES OF CLIENT/YOU

You agree to provide LBBS with complete and accurate information and documents, cooperate, keep us informed of relevant developments, abide by this Agreement, and pay our statements on time. In addition, You will advise us of any changes to Your address and telephone number.

5. LEGAL FEES

We will charge You for the services provided pursuant to the Agreement based on the amount of time (including travel) we devote to the matter at the hourly rates for the particular professionals involved as are set forth in Schedule B. We bill in minimum units of 6 minutes, or .1 hour. We reserve the right to staff the handling of the matter with the partners, associates, paralegals and/or other personnel of our choice, at the rate we establish for each such timekeeper, although we will discuss the staffing of Your matter with You at any time, and will consider Your input in the staffing of the matter.

6. COSTS, EXPENSES AND OTHER CHARGES

a. COSTS AND EXPENSES: SCHEDULE B

We will incur on Your behalf various costs and expenses in performing legal services under the Agreement. You agree to pay for those costs and expenses, in addition to the hourly fees. Schedule B, attached, includes a non-exhaustive list of costs we may incur on Your behalf.

b. OUTSIDE CONSULTANTS/OTHER VENDORS

In addition to the costs of the type set forth in Schedule B, it may become necessary to hire persons or entities outside LBBS, including but not limited to consultants, experts, investigators, co-counsel, or other professionals. We will select any consultants or investigators to be hired after notice to and consultation with You, and You agree to honor the terms and conditions of any agreement that we enter into on Your behalf with any such outside person or entity.

Mr. Josef Kurlinkus
April 16, 2024
Page 3

c. REIMBURSEMENT OR DIRECT PAY

We reserve the right in our sole discretion to either pay directly any of the costs incurred such as those set forth in Schedule B, and/or for outside consultants or other vendors, or to ask You to pay any such expense directly. If we exercise our right to require You to pay an outside vendor invoice directly, and You fail to do so, You agree to defend and indemnify the Firm with respect to any claim, demands or suit brought against the Firm as a result of Your failure to pay such invoice. Payment directly by the Firm of any such expense shall not be construed as a waiver of our right to require You in the future to pay any similar expense directly.

7. PERIODIC STATEMENTS AND BILLING TERMS

Our practice is to send periodic statements for services rendered and for costs incurred during the previous month or months on our client's behalf. The detail in the periodic statement will inform You of both the nature and progress of work and of the fees and costs being incurred.

Our fee structure is based upon Your promise to pay all statements no later than 30 days after receipt.

We do our best to see that our clients are satisfied not only with our services, but also with the reasonableness of the fees and costs. Therefore, while we urge You to raise any question about or objection to a fee statement, You must do so promptly. Such inquiry shall be timely only if made, in writing, within thirty (30) days after the date of the invoice. In the absence of a timely written inquiry, You will be deemed to have accepted the invoice and to have acknowledged that You are satisfied with it, in the absence of good cause for not having objected more timely.

In the event You fail to pay any invoice within thirty (30) days of the statement date, You agree to pay interest at the maximum rate allowed by law on the amount of such invoice, from the statement date until paid in full. If we accept late payment of any invoice without interest, we shall not be deemed to have waived any claim in the future for interest on other invoices. If You timely object in writing to a portion of a statement, You agree to pay the remainder of the statement which is not in dispute. We agree to accept such partial payment without claiming You have waived Your right to contest the unpaid portion of the bill.

Failure to pay the undisputed amount of any invoice in full within 30 days shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from representation, as more fully discussed in Paragraph 11 ahead.

8. RETAINER: SECURITY AND ADVANCE PAYMENT OF FINAL INVOICE

This Engagement Letter shall not be effective until You have signed it and delivered a retainer in the amount of \$0. This retainer is not an estimate of the total charges which may be incurred. The retainer is: 1) a sum to be held as security for the Firm with respect to Your obligations to pay the fees and costs incurred by the Firm pursuant to the Engagement Letter; and 2) an advance payment to be applied to the Firm's final invoice in this matter. We expect that You will live up to the

Mr. Josef Kurlinkus
April 16, 2024
Page 4

terms and conditions of the Engagement Letter in full, in which case the full amount of the remaining retainer will be applied against the final invoice and any excess returned to You. However, should You become delinquent on the payment of any statement, we may in our discretion apply the retainer to the payment of that statement. In that event, You shall immediately restore the retainer to its full amount upon our request. Failure to restore the retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal from representation, as more fully discussed in Paragraph 11 ahead.

We also reserve the right to require, and You agree to provide, increases to the retainer should the time and expense required to carry out the representation contemplated by this Engagement Letter increase beyond that reasonably anticipated at the beginning of the engagement.

The case which is the subject of this Engagement Letter may resolve in one of a variety of different ways, including dismissal, settlement, or trial. Trial preparation and the actual trial of a case are the most time consuming part of any litigation engagement. We are likely, therefore, to require an increased retainer before we begin trial preparation. We will determine the amount of the increase in the retainer prior to the trial, based upon an estimate of time and costs that may be involved for trial preparation and trial. Failure to provide the increased retainer upon our request shall constitute grounds for termination of this Engagement Letter and withdrawal of the Firm from the representation as more fully discussed in Paragraph 11 ahead.

9. ATTORNEY LIEN

You hereby grant LBBS a lien on any and all claims or causes of action that are the subject of the representation under this Agreement. The lien will be in the amount of sums owing to LBBS at the conclusion of services performed plus any costs, attorney's fees, or interest to which LBBS may be entitled. The lien will attach to any recovery You may obtain, whether by arbitration award, judgment, order, settlement or otherwise arising out of or relating to all claims or causes of action that are the subject of the representation under this Agreement. The effect of such a lien is that LBBS may be able to compel payment of fees and costs from any such funds recovered by You even if LBBS has been discharged before the end of the case. As noted in Paragraph 15, You have the right to seek the advice of separate counsel with respect to this Agreement. This right applies to all of the provisions of this Agreement, but is especially important with respect to this paragraph granting the Firm lien rights which may affect Your property rights.

10. TERMINATION OF THE FIRM BY YOU

You shall have the right to terminate this Engagement Letter and discharge the Firm at any time. However, to be effective, termination or discharge of the Firm must be in writing. In such event, You authorize the Firm to make and retain a duplicate of Your file.

You shall bear all reasonable costs of transferring the new matter to counsel chosen by You.

The attorney client relationship between the Firm and You shall end upon discharge of the Firm by You pursuant to this paragraph. However, such discharge shall not relieve You of any

Mr. Josef Kurlinkus
April 16, 2024
Page 5

obligation to pay fees and costs incurred prior to the discharge, as well as any fees and costs expended after the discharge to the extent reasonably required in the Firm's sole discretion to protect Your interests prior to court order substituting new counsel or permitting withdrawal of the Firm from the litigation.

11. WITHDRAWAL FROM REPRESENTATION BY THE FIRM

The Firm shall be permitted to withdraw from representation whenever required or permitted to do so by law. In addition, the Firm may withdraw as counsel at any time if withdrawal can be accomplished without material adverse effects on the interests of You, or if: 1) You persist in a course of action involving a lawyer's services that the lawyer reasonably believes to be criminal or fraudulent; 2) You have used the lawyer's services to perpetrate a crime or fraud; 3) You insist upon pursuing an objective that the lawyer considers repugnant or imprudent; 4) You fail substantially to fulfill an obligation to LBBS regarding the Firm's services (including, but not limited to, Your financial obligations under this Engagement Letter) after reasonable warning from the lawyer that the lawyer will withdraw unless the obligation is fulfilled; 5) the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by You; or 6) where other good cause for withdrawal exists.

12. DOCUMENT STORAGE POLICY

On termination of a matter, the Firm will maintain file documents for 10 years, or any alternate period as determined by Illinois. Upon termination of the matter, You have the right to take possession of the file. If You choose to take possession of the file, the firm may copy all or any part of the file. If You choose not to take possession of the file, the firm will retain the file pursuant to its document storage policy stated above.

13. CHOICE OF LAW/FORUM SELECTION

This Agreement is deemed to have been executed, and is intended to be performed in the State of Illinois, subject to its laws, regardless of whether services are actually rendered outside of the State of Illinois. Any dispute arising from this Agreement shall be governed by the laws of the State of Illinois. The venue for the judicial resolution of such dispute shall be proper only within the State of Illinois.

14. NO PROMISES OR GUARANTEES

You understand that LBBS has made no representation or guarantee concerning the outcome of the matter set forth in the attached Schedule A.

15. RIGHT TO SEPARATE COUNSEL

You acknowledge having had the opportunity to seek the advice of separate counsel with respect to this Agreement.

16. LEGAL MALPRACTICE INSURANCE

Mr. Josef Kurlinkus
April 16, 2024
Page 6

As of the date of this letter, Lewis Brisbois Bisgaard & Smith LLP has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement, subject to any applicable deductible or self-insured retention.

17. MODIFICATION IN WRITING ONLY

No change to this Agreement shall be effective unless and until confirmed in writing and signed and acknowledged by the Firm and You making express reference to this Agreement. This Engagement Letter embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and You.

18. COUNTERPARTS AND FACSIMILES EFFECTIVE

This Agreement may be signed in counterpart. Facsimile or imaged signature pages executed by the Firm or You shall be effective as original signatures.

19. WAIVER OF CONFLICTS

You acknowledge that LBBS does represent other co-defendants in this litigation. By signing this Agreement, You agree to waive any conflict of interest with all other clients LBBS represents in this litigation, and expressly agree to allow LBBS to represent other co-defendants in this litigation. LBBS and You agree LBBS is still ethically bound to provide representation that is in the best interests of You at all times, and LBBS agrees to do so despite representing multiple co-defendants in this litigation.

Thank You for choosing Lewis Brisbois Bisgaard & Smith LLP as Your counsel with respect to the matter set forth in Schedule A. We look forward to working with You and thank You once again for the opportunity to serve You, upon execution of this Engagement Letter.

Mr. Josef Kurlinkus
April 16, 2024
Page 7

Dated: April 19, 2024

Accepted and agreed to:

By:


Name Josef R. Kurlinkus

Title: Village Administrator

Address: 10631 Main Street, PO Box 283, Roscoe, IL 61073

Phone: 815-623-2829

Fax: 815-623-1360

E-mail josef@villageofroscoe.com

Very truly yours,

/s/ Michael McGinley

Michael McGinley of
LEWIS BRISBOIS BISGAARD & SMITH LLP

MM

Mr. Josef Kurlinkus
April 16, 2024
Page 8

SCHEDULE "A":

SCOPE OF REPRESENTATION

Village of Roscoe

LBBS agrees to represent you in the asbestos litigation file against the Village of Roscoe, IL in James Payton v. AO Smith, et al., Cause No. 23-L-13106, in Cook County, IL. The scope of the representation will be established through email and oral communication between counsel for the City and LBBS.

Mr. Josef Kurlinkus
 April 16, 2024
 Page 9

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Village of Roscoe

B. Hourly rates for legal personnel

\$265 Partners

\$200 Associates

\$125 Paralegals

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, airfare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour
Mileage	At the Internal Revenue Service's business mileage reimbursement guidelines
Messenger and other delivery fees	At cost
Photocopying and other reproduction costs	In-house - \$0.10 per page Outside service-At cost
After hours building services (when dictated by special client need)	At cost

Mr. Josef Kurlinkus
April 16, 2024
Page 10

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 10.

Agenda Item:	Approval of purchase of network security appliances from CDW-G for the quoted amount of \$8,380.92.		
Date:	05/03/2024	Meeting:	Village Board – May 07, 2024
Prepared by:	Josef Kurlinkus	Department:	Admin

Overview/Background Information

The Village currently has Watchguard brand firewalls securing its network infrastructure. The equipment the Village currently uses are reaching end of life, and need to be replaced. The proposed replacements are comparable devices by made by Sonicwall, and have been selected and recommended by our IT firm as the needed replacements.

Key Issues

Fiscal Note/Budget Impact

Purchase Cost from CDW-G: \$8,380.92. Installation from Premier Technology: \$1000
 This was a planned expenditure in the 2024 budget.

Prior Legislative Actions

This is a first read in front of the Village Board

Action Required/Recommendation

Do to the timing on the license renewals for the current equipment, I request that the rules be suspended, and that Resolution 2024-R27 be approved at the May 3, 2024 Village Board Meeting.

Attachments

Resolution 2024-R27
 CDW-G Quote

**VILLAGE OF ROSCOE, ILLINOIS
RESOLUTION NO. 2024-R27**

A RESOLUTION AUTHORIZING THE PURCHASE OF NETWORK SECURITY APPLIANCES FROM CDW-G FOR THE QUOTED AMOUNT OF \$8,380.92.

WHEREAS, the Village is in need of network security appliances to secure the Village’s computer network; and

WHEREAS, the Village of Roscoe has investigated the purchase of said equipment from several vendors, including the State of Illinois Joint Purchasing Program, and has determined that the lowest and best price for the required devices and related accessories can be obtained from CDW-G for the quoted amount of **\$8,380.92**.

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of the Village of Roscoe, that the Village Administrator is authorized to sign an agreement for the purchase of the network security appliances as set forth in Exhibit “A”, attached hereto, and incorporated herein, for the quoted amount of \$8,380.92.

2024-R27				
1st Read:				
PASSED BY ROLL CALL VOTE ON:				
NAME	AYE	NAY	ABSTAIN	ABSENT
Trustee William Babcock				
Trustee Stacy Mallicoat				
Trustee Susan Petty				
Trustee Justin Plock				
Trustee Michael Sima				
Trustee Michael Wright				
President Carol A. Gustafson				

APPROVED MAY 07, 2024:

ATTEST:

VILLAGE PRESIDENT

VILLAGE CLERK



Thank you for choosing CDW. We have received your quote.

Item # 10.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

ANNE HANSON,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NWCW072	4/23/2024	NWCW072	9749821	\$8,380.92

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SonicWall Secure Mobile Access 500V - license - 5 users Mfg. Part#: 01-SSC-8469 UNSPSC: 43233205 Electronic distribution - NO MEDIA Contract: MARKET	1	2345474	\$466.53	\$466.53
SonicWall Dynamic Support 8X5 - extended service agreement - 1 year - shipm Mfg. Part#: 01-SSC-9188 UNSPSC: 81111811 Electronic distribution - NO MEDIA Contract: Sourcwell-3037653-State of IL Participating Agrmt (081419-CDW)	1	2442750	\$175.75	\$175.75
SonicWall TZ570 - Essential Edition - security appliance Mfg. Part#: 02-SSC-5662 Contract: Sourcwell-3037653-State of IL Participating Agrmt (081419-CDW)	1	6199038	\$2,133.04	\$2,133.04
SonicWall NSa 2700 - Essential Edition - security appliance Mfg. Part#: 02-SSC-8196 Contract: Sourcwell-3037653-State of IL Participating Agrmt (081419-CDW)	1	6367149	\$4,065.88	\$4,065.88
SonicWall NSa 2700 - High Availability - security appliance Mfg. Part#: 02-SSC-7367 Contract: Sourcwell-3037653-State of IL Participating Agrmt (081419-CDW)	1	6367169	\$1,539.72	\$1,539.72

SUBTOTAL	\$8,380.92
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$8,380.92

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
 VILLAGE OF ROSCOE
 ACCTS PAYABLE
 PO BOX 283
 ROSCOE, IL 61073-0283
Phone: (815) 623-2829
Payment Terms: Net 30 Days-Govt State/Local

Shipping Address:
 VILLAGE OF ROSCOE
 10631 MAIN ST
 ROSCOE, IL 61073-8564
Shipping Method: DROP SHIP-GROUND

Please remit payments to:

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



Sales Contact Info

Haris Imamovic | 800.808.4239 | haris.imamovic@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$8,380.92	\$243.13/Month	\$8,380.92	\$277.24/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



Item # 12.

Agenda Item:	Sprague Road Maintenance Presentation		
Date:	May 7, 2024	Meeting:	Committee of the Whole
Prepared by:	Brandon Boggs	Department:	Public Works/Engineering

Overview/Background Information

The Public Works Department has compiled cost estimates for maintenance options of Sprague Road. Sprague Road is low-speed, low traffic volume roadway which is located east of the intersection of Roscoe Road & Old River Road.

Key Issues

This is a low traffic volume roadway primarily used by residents outside of the Village limits as a cut-through to Roscoe Road. This roadway is also sometimes used as a walking route for pedestrians in the area. The roadway edge is deteriorating and requires maintenance to preserve the life of the roadway. Substantially, the condition of the road is good with limited maintenance required.

The road is currently 18' wide which is allowed per IDOT standards for low speed, low traffic volume rural roadways. The Public Works Department has presented two options for maintenance, and one of those options includes widening the existing roadway 2'.

Fiscal Note/Budget Impact

EOPC (No Widening): \$151,571.78
 EOPC (2' Widening): \$174,065.84

This project was not budgeted for FY2024.

Prior Legislative Actions

N/A

Action Required/Recommendation

Staff recommends the roadway widening option (\$174k) but believes the project can be delayed until FY2025 when the project is appropriated. This would also allow the Public Works Department to complete pavement cores or exploratory digging to ensure that the existing road shoulder would allow for pavement widening.

Attachments

- Estimate of Costs
- Jurisdictional Map
- Photos of existing roadway condition

**Engineer's Opinion of Probable Cost
Sprague Road Maintenance Project
Project No. 24-560**

4' Edge Repair w/ Chip Seal (Double Coat) - No Widening

No.	Description	Quantity	Unit	Unit Price	Total Price
1	COLD MILLING	2581	SY	\$ 7.50	\$ 19,360.00
2	BITUMINOUS MATERIALS (PRIME COAT)	1452	GAL	\$ 1.50	\$ 2,178.00
3	HMA SURFACE COURSE, 2"	289	TON	\$ 105.00	\$ 30,356.48
4	BITUMINOUS SURFACE TREATMENT, A2	5808	SY	\$ 10.00	\$ 58,080.00
5	BITUMINOUS MATERIALS (FOG SEAL)	2613.6	LB	\$ 1.50	\$ 3,920.40
6	AGGREGATE WEDGE SHOULDER, 2'	1291	SY	\$ 10.00	\$ 12,906.67
6	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00

ESTIMATED CONTRACT AMOUNT \$ 131,801.55
Construction Contingency (15%) \$ 19,770.23

ESTIMATED PROJECT TOTAL \$ 151,571.78

Notes:

EOPC assumes existing aggregate shoulder is suitable for road widening. Pavement cores will be needed for verification.
EOPC accounts for 4 foot pavement patch on each road edge, with a 6' patch paved on the east side of the roadway.
Roadway width would remain at 18' wide (acceptable per IDOT standards for low volume rural roads)

**Engineer's Opinion of Probable Cost
Sprague Road Maintenance Project
Project No. 24-560**

4-6' Edge Repair w/ Chip Seal (Double Coat) and 2' Road Widening

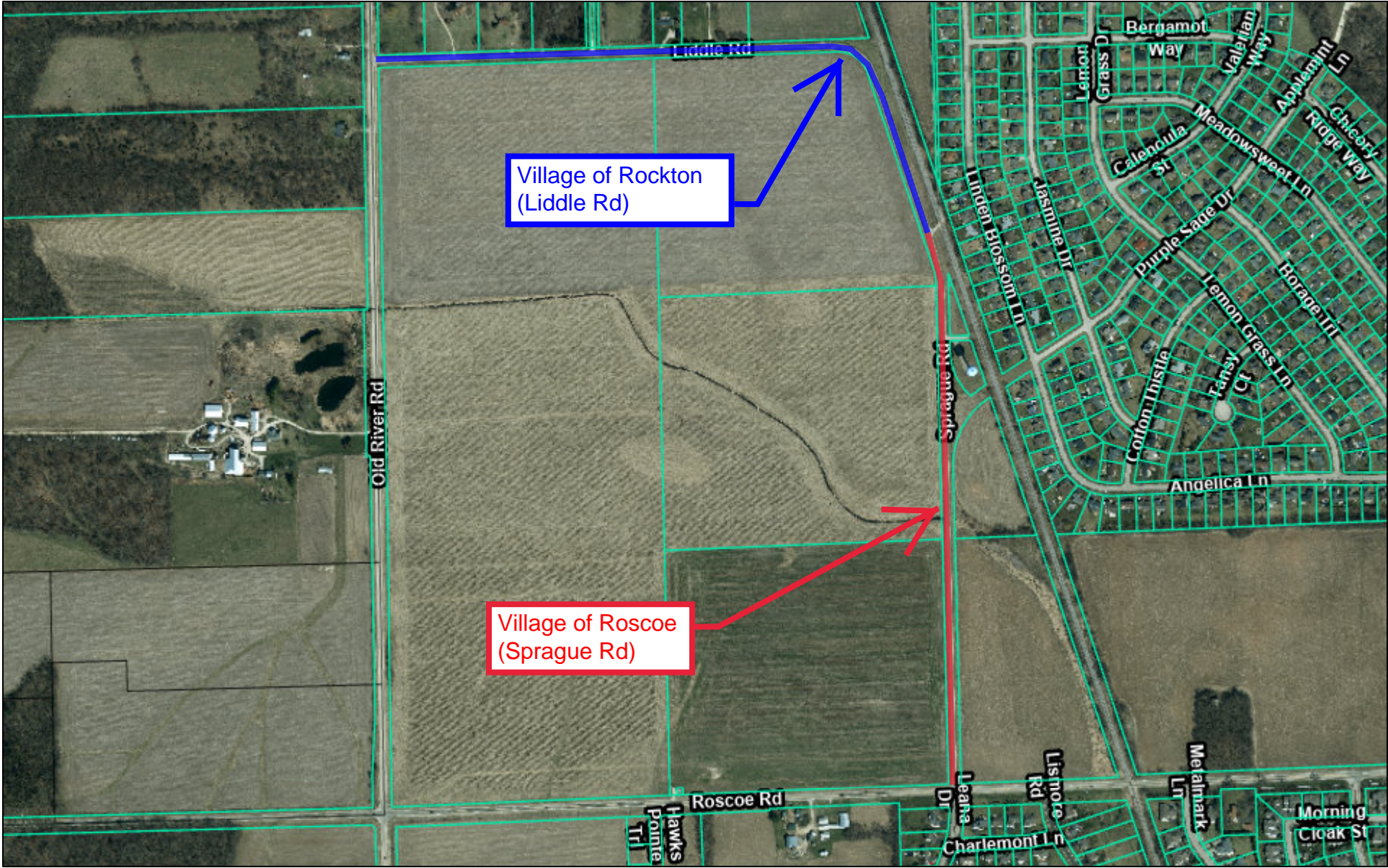
No.	Description	Quantity	Unit	Unit Price	Total Price
1	COLD MILLING	3227	SY	\$ 7.50	\$ 24,200.00
2	BITUMINOUS MATERIALS (PRIME COAT)	1613	GAL	\$ 1.50	\$ 2,420.00
3	HMA SURFACE COURSE, 2"	361	TON	\$ 105.00	\$ 37,945.60
4	BITUMINOUS SURFACE TREATMENT, A2	6453	SY	\$ 10.00	\$ 64,533.33
5	BITUMINOUS MATERIALS (FOG SEAL)	2904	LB	\$ 1.50	\$ 4,356.00
6	AGGREGATE WEDGE SHOULDER, 2'	1291	SY	\$ 10.00	\$ 12,906.67
7	MOBILIZATION	1	LS	\$ 5,000.00	\$ 5,000.00

ESTIMATED CONTRACT AMOUNT \$ 151,361.60
Construction Contingency (15%) \$ 22,704.24

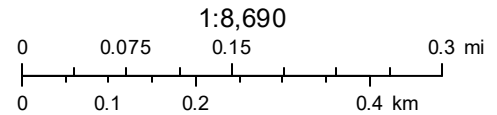
ESTIMATED PROJECT TOTAL \$ 174,065.84

Notes:

EOPC assumes existing aggregate shoulder is suitable for road widening. Pavement cores will be needed for verification.
EOPC accounts for 4 foot pavement patch on each road edge, with a 6' patch paved on the east side of the roadway.
Widening would increase road width from 18' to 20'



5/2/2024



WinGIS







