



Meeting Agenda

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole

Tuesday, October 15, 2024

[immediately following Village Board Meeting]

CALL TO ORDER

ROLL CALL

APPROVAL OF THE MINUTES

- 1. Approval of the Minutes** for the meeting of the Committee of the Whole from **October 1, 2024.**

PUBLIC COMMENT (limited to 3 minutes per speaker)

OLD BUSINESS

NEW BUSINESS

- 2. Discussion and Recommendation of declaring surplus and disposing of the 2003 Forest River Travel Trailer** formally used as a Command Trailer by the Police Department
- 3. Discussion and recommendation of a Variance** request to waive the requirement for installation of a **fence surrounding ground-mounted solar panels** located at **11380 Main Street** (PIN: 04-33-127-002).
[Property Owner: Michael Miller]

ZBA recommends approval voting 5-0-0 on October 9, 2024.

- 4. Discussion** of Village Engineer Outsourcing Agreement - General Engineering
- 5. FY2025 Budget Process** - Discussion of Projected Revenues

PUBLIC COMMENT (limited to 3 minutes per speaker)

PRESENTATIONS

EXECUTIVE SESSION (IF NECESSARY)

ADJOURNMENT



Meeting Minutes

Location:

Village Hall -
10631 Main Street
Roscoe, IL 61073

Committee of the Whole Meeting
Tuesday, October 01, 2024

CALL TO ORDER

ROLL CALL

PRESENT

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

APPROVAL OF THE MINUTES

Approval of the Minutes for the meeting of the Committee of the Whole from **September 17, 2024**

Administrator Kurlinkus entertained a motion;

Motion made by Trustee Mallicoat, Seconded by Trustee Babcock.

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

PUBLIC COMMENT (limited to 3 minutes per speaker)

None

OLD BUSINESS

None

NEW BUSINESS

1. Discussion of Portable Market Huts for Hometown Holiday Event

Administrator Kurlinkus called on Trustee Wright to provide overview, Trustee Wright stated he is trying to obtain 2 more of the wooden huts; 4 huts for food and 4 huts for drink. Stating he hopes to use the plastic hut for wristbands, so the vendor does not have to handle the wristbands. Trustee Wright stated he is looking into whether it is needed to have an enclosure for food. Trustee Wright stated all vendors will be local. Trustee Petty inquired what fund would this come from, Trustee Sima stated he is in favor along with supporting the idea of local vendors. He stated he would like to see this push forward then discussion of where the funds will come from.

Motion made by Trustee Sima, Seconded by Trustee Wright.

Trustee Mallicoat inquired where the board is pulling the amount from, President Gustafson stated 0106091 Special Events, there is \$30,000 parked. Through August there is a total of \$231.00 which isn't accurate as candy and other items were just purchased. Anne suggested speaking to Treasurer Mark Olsen as this is a capitol item. Trustee Sima stated it would be appropriate to move forward and let those numbers and funding be available next meeting. Trustee Babcock stated there should be a precedent that there will be a charge next year to those vendors participating. Trustee Wright will approach vendors and Christmas Committee about potential fees for using the market huts at the hometown holiday event in the future and report back to the board.

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

PUBLIC COMMENT (limited to 3 minutes per speaker)

None

PRESENTATIONS

None

EXECUTIVE SESSION (IF NECESSARY)

None

ADJOURNMENT

Administrator Kurlinkus entertained motion to adjourn;

Motion made by Trustee Petty, Seconded by Trustee Mallicoat.

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

VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 2.

Agenda Item: Disposal of Trailer

Date: 10/15/24

Meeting: COTW

Prepared by: Chief Samuel Hawley

Department: Police Dept.

Overview/Background Information

Trailer is a 2003 Forest River travel trailer that the Roscoe Police Department received free of charge from FEMA. The trailer was used as a command center during special events.

Key Issues

- Trailer is no longer used due to it having a floor that is soft and can possibly collapse. Plywood was placed over the floor years ago however it is still soft.
- Trailer has a leaking roof that is ready to collapse.
- Trailer has exceeded its lifespan.

Fiscal Note/Budget Impact

Erickson's Auto has agreed to crush and dispose of the trailer free of cost.

Prior Legislative Actions

New to COTW

Action Required/Recommendation

Approval from COTW to send to the Board for approval to dispose of trailer

Attachments

Photos of trailer

















Zoning Board of Appeals Meeting of October 30, 2024**Application No. ZBA 2024-011****Applicant:** Michael Miller**Location:** 11380 Main Street**Requested Action:** Variance to Section 15-555 of the municipal code**Existing Use:** Single-Family Residential**Proposed Use:** Single-Family Residential**Existing Zoning:** R-1**Adjacent Zoning:** North: R-1/CH (contiguous)
East: CG (across Main Street)
South: R-1 (contiguous)
West: P (across Highway 251)

Report: The applicant is requesting a variance to Section 15-555 – *Private solar energy collection systems.*, more specifically, subsection (2) – *Ground-mounted systems.* The applicant originally applied for a zoning permit for the installation of a ground-mount solar system at 11380 Main Street. The parcel is 3.72 acres in size and is zoned One Family Residential (R-1). Buildings and structures on the property are reasonably secluded from public view and the proposed ground-mount system would be well-screened from Main Street through existing vegetation.

The proposed ground-mount system is 501 square feet in area. According to the plans sent over by the applicant on August 8, 2024, the proposed height of the system is 15 feet. The applicant asserts that the height is necessary to capture the solar energy needed to make the system a net-positive investment for his property.

Subsection (2) – *Ground-mounted systems*, includes the following standards:

- a. *Location*. Ground-mounted systems shall not be located within any required setback and shall not be located within the front or corner side yard.
- b. *Fencing*. Any yard containing a ground-mounted solar energy production system shall provide a fence along adjacent properties. The fence shall comply with Article VII of this chapter.
- c. *Maximum height*. The maximum height of a ground-mounted solar energy production system, including any structural elements or energy producing elements, shall not exceed a height that is one foot less than the height of the fence provided in accordance with subsection (2)(b) of this section.

The applicant is requesting a variance to standard (b) of this subsection to allow for the installation of this ground-mount system without the inclusion of a fence as required in the standard. Subsequently, if there is no fence to base standard (c) off of, there is also no height maximum for this system, which would make the applicant's proposed system compliant with the zoning code. The justification for this variance is that the applicant's lot is considerably larger and more secluded than typical residential lots in the Village and that fencing to conceal the system is not necessary.

Section 15-781 – *Variances* details the process and guidelines for the Village when considering and approving variances. Standard (e) in the section describes *findings of fact* when considering the validity of a variance request. It states that, for the Zoning Board of Appeals to make an affirmative decision on any proposed variation, it must find all of the following facts are true:

- a. Because of the particular surroundings, shape, or topographical conditions of a specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out;

- b. The conditions upon which a petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning district;
- c. The purpose of the variation is not based exclusively upon a desire to increase the value or income potential of the property;
- d. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity in which the property is located; and
- e. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets or increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the vicinity.

Staff does not believe that the variance requested by the applicant meets standard (a) above in the findings of fact. When variances are typically granted, it is because a property is restrictive in some way (irregular lot shape, nonconforming lot size, etc.). In this case, the applicant is requesting a variance due to their property being more expansive and *permissive*. Variances are intended to provide relief in more extenuating circumstances rather than justifying further deviations from a zoning code. Setting a precedent where property owners can request a variance to zoning district standards based on their properties *exceeding those standards* (large lot size, large existing setbacks, etc.) could be potentially risky. A better solution to this issue would be to amend the current code surrounding ground-mount solar energy collection systems to be more flexible.

Recommendation: Staff recommends denial of the variance application for a ground-mount solar energy collection system at 11380 Main Street.

Village of Roscoe

Required Findings by the Zoning Board of Appeals:

Variance approvals are subject to review in relation to standard findings for review in Section 15-781, as follows:

a. Because of the particular physical surroundings, shape, or topographical conditions of a specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of the regulations were to be carried out;

The Zoning Board of Appeals finds that, because of the unique size of the applicant's property and the high degree of existing vegetation on it that would be undue to remove, a unique hardship is present.

b. The conditions upon which a petition for a variation is based are unique to the property for which the variation is sought and are not applicable, generally, to other property within the same zoning district;

The Zoning Board of Appeals finds that other properties within the same zoning district are not uniquely large or as covered with dense existing vegetation as the subject property.

c. The purpose of the variation is not based exclusively upon a desire to increase the value or income potential of the property;

The Zoning Board of Appeals finds that the applicant is interested in constructing these solar panels to be more environmentally conscious and to simply exercise the right to enjoy their property to the fullest extent, as otherwise would be possible without the density of existing vegetation.

d. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity in which the property is located; and

The Zoning Board of Appeals finds that the installation of these solar panels will be well-screened from public view and additional landscaping will be installed by the applicant to increase the degree of screening from all possible public viewpoints.

e. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion of the public streets or increase the danger of fire, endanger the public safety, or substantially diminish or impair property values within the vicinity.

The Zoning Board of Appeals finds that, because the applicant's property is already so heavily wooded, the installation of these solar panels will not have an adverse effect on the supply of light and air to adjacent properties, increase street congestion, increase safety risks, or substantially diminish property values in the vicinity.





Permit Plan

Michael Miller

11380 Main St.

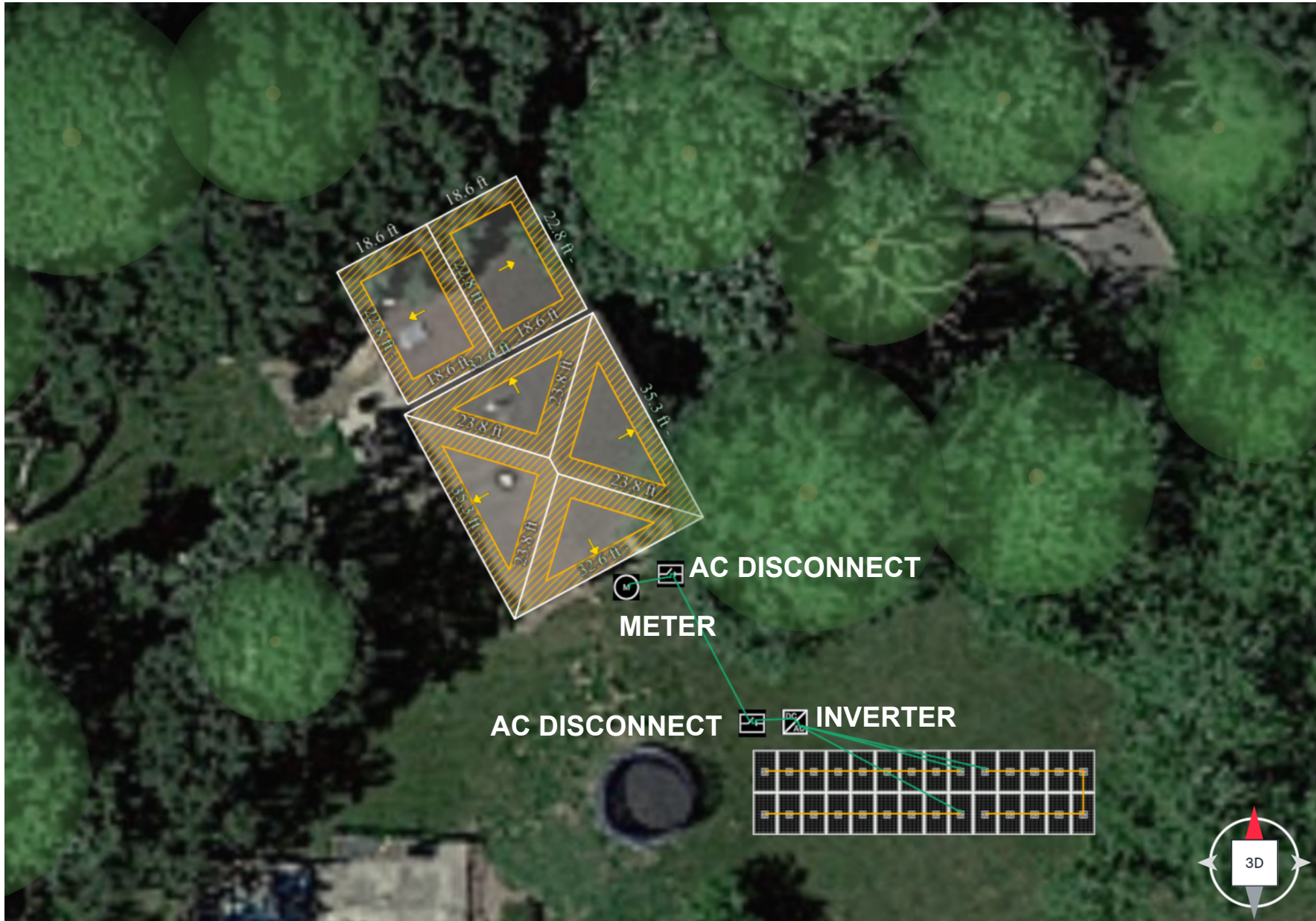
Roscoe, IL 61073

16.24kW DC Grid-Tied
Photovoltaic System

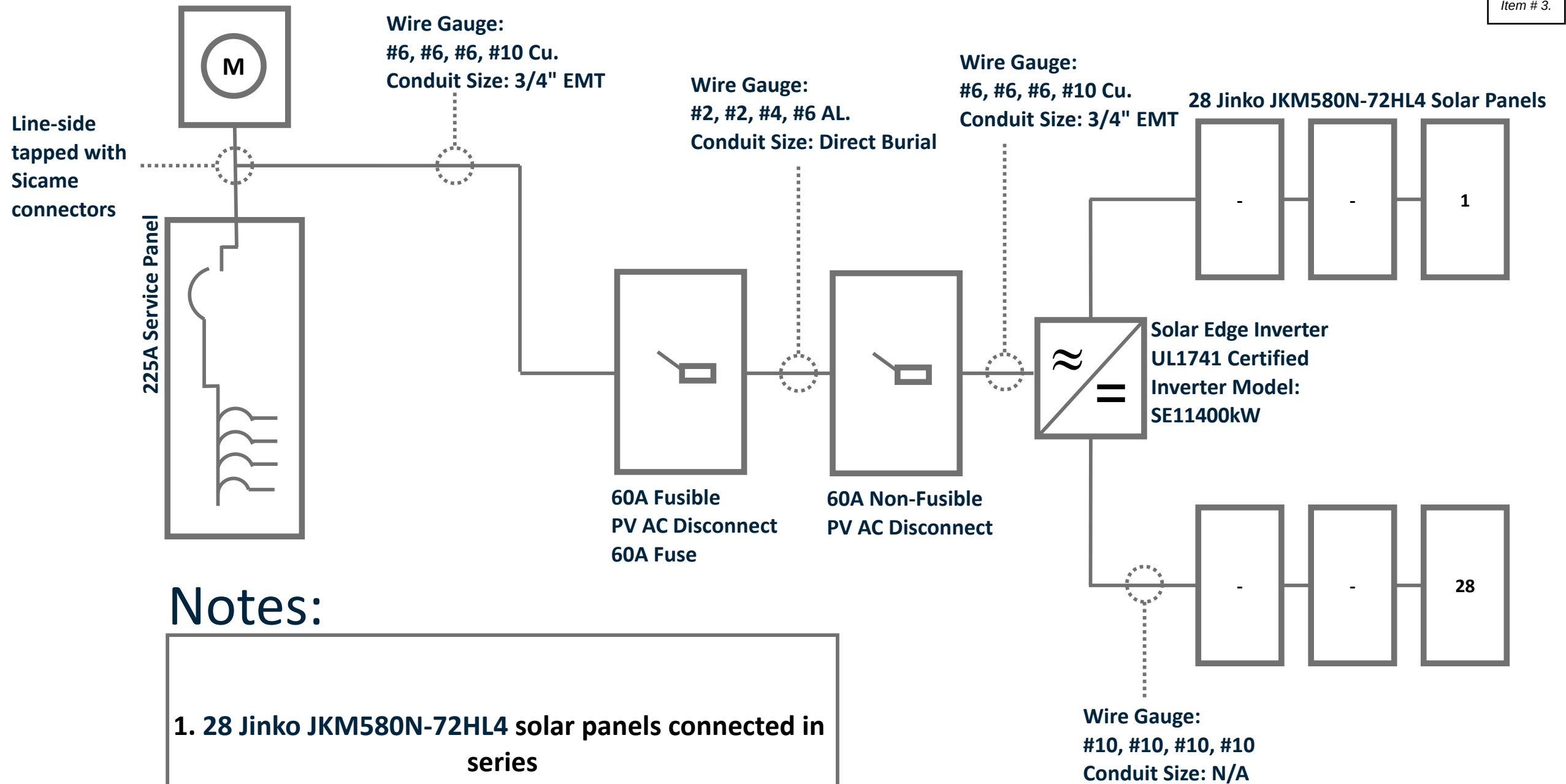


Designed By: Kenji Grahame	Project: Michael Miller	Stateline Solar LLC
Date: 08/06/2024	Location: 11380 Main St. Roscoe, IL 61073	815-580-3011 310 W. Main St. Lena IL 61048





Designed By: Kenji Grahame	Project: Michael Miller	Stateline Solar LLC
Date: 08/06/2024	Location: 11380 Main St. Roscoe, IL 61073	815-580-3011 310 W. Main St. Lena IL 61048



Notes:

1. 28 Jinko JKM580N-72HL4 solar panels connected in series
2. Two strings of 14 solar panels connected in parallel
3. Number of PV wire correlates to total PV system, not to each string

Michael Miller
11380 Main St
Roscoe, IL 61073

**U-BUILDER PROJECT REPORT**

APPLICATION VERSION: 6.6.0

PROJECT VERSION: 0.0.53

PROJECT TITLE

NXT UMOUNT

PROJECT ID

2844BCD1

LAST UPDATED

Aug. 6, 2024

ORIGINALLY CREATED

Jul. 16, 2024

NAME

James Goff

Designed by kenji.grahame@statelinesolar.net

ADDRESS

15N141 Romke Rd, Hampshire, IL 60140, USA

NXT UMOUNT

CITY, STATE

Hampshire, IL

Jinko Solar

MODULE

Jinko Solar JKM580N-72HL4-BDV

18 - JKM580N-72HL4-BDV

10.44 KW

NOTE: Installation of the project is intended to happen within the year of project designed in UBuilder. If it's past one year please rerun the design or contact Unirac Engineering Services.

ENGINEERING REPORT

Plan Review

* Distributed Dead Load **2.63 psf**

* Average Roof Point Dead Load **54.82 lbs**

TOTAL NUMBER OF MODULES	18
TOTAL KW	10.44 KW
TOTAL AREA	~501 ft ²

Loads Used for Design

BUILDING CODE	ASCE 7-10
BASIC WIND SPEED	115.00 mph
GROUND SNOW LOAD	0.00 psf
SEISMIC, S _s	0.155
ELEVATION	995.00 ft
WIND EXPOSURE	B
TOPOGRAPHICAL FACTOR K _{zT}	1.00

Inspection

PRODUCT	NXT UMount
MODULE MANUFACTURER	Jinko Solar
MODEL	18 - JKM580N-72HL4-BDV
MODULE WATTS	580 watts
MODULE LENGTH	89.69"
MODULE WIDTH	44.65"
MODULE THICKNESS	1.18"
MODULE WEIGHT	68.34 lbs
EXPANSION JOINTS	Every 40'
RAILS DIRECTION	EW
BUILDING HEIGHT	15.00 ft
SHORTEST BUILDING LENGTH	40.00 ft
ROOF TYPE	R panel
ATTACHMENT TYPE	PM-9000S
RAFTER SPACING	24.00"
* TOTAL WEIGHT	1315.64 lbs
ROW SPACING	0.50"
COLUMN SPACING	0.50"
MID CLAMP	NXT UMount COMBO CLAMP
END CLAMP	NXT UMount COMBO CLAMP

* Calculated based on suggested quantity given on part list.

Roof Area 1: Array 1

Portrait Modules - Rails Running Across Slope

NXT UMOUNT RAIL SPANS [IN]	ZONE 1	ZONE 2	ZONE 3
DESIGN SPAN	72	48	48
Max Cantilever	24	16	16
Max Span	72	67	58

ZONES	ZONE 1	ZONE 2	ZONE 3
NO OF RAILS	2	2	2

DESIGN PRESSURES [PSF]	ZONE 1	ZONE 2	ZONE 3
Up	-9.7	-19.3	-30.2
Down	13.2	13.2	13.2
Downslope	1.7	1.7	1.7
Lateral	0.5	0.5	0.5

MAXIMUM POINT LOADS [LBS]	ZONE 1	ZONE 2	ZONE 3
Up	-271.9	-360.6	-564.3
Down	370.0	246.6	246.6
Downslope	47.6	31.8	31.8
Lateral	14.0	9.3	9.3
Tributary Area [ft ²]	28.0	18.7	18.7
ROOF PITCH:	18°		

Clamp Checks

ZONES		ZONE 1			ZONE 2			ZONE 3		
CONNECTION-TYPE		End-End	End-Mid	Mid-Mid	End-End	End-Mid	Mid-Mid	End-End	End-Mid	Mid-Mid
Up	Load	N/A	270	270	N/A	N/A	N/A	N/A	N/A	N/A
	Check	OK	OK	OK	OK	OK	OK	OK	OK	OK
Side	Load	N/A	270	270	N/A	N/A	N/A	N/A	N/A	N/A
	Check	OK	OK	OK	OK	OK	OK	OK	OK	OK
Lateral	Load	N/A	270	270	N/A	N/A	N/A	N/A	N/A	N/A
	Check	OK	OK	OK	OK	OK	OK	OK	OK	OK

N/A stands for not applicable

NXT U-MOUNT U-BUILDER PRODUCT ASSUMPTIONS

Limitations of Responsibility: It is the user's responsibility to ensure that inputs are correct for your specific project.

Unirac is not the solar, electrical, or building engineer of record and is not responsible for the solar, electrical, or building design for this project.

Building Assumptions

1. Building Risk Category II.
2. Mean Roof Height = 0.00 ft – 60.00 ft unless otherwise specified.
3. Roof Pitch: 5° - 45° for ASCE 7-10 and 9° - 45° for ASCE 7-16 and ASCE 7-22

Wind Design Assumptions

1. Exposure Category B, C, or D
2. Basic Wind Speed 95.00 mph – 190.00 mph for ASCE 7-10, and 85.00 mph - 190.00 mph for ASCE 7-16 and ASCE 7-22.
3. Wind speeds are LRFD values
4. $\gamma_E = 1.0$ for 'Interior' spans, $\gamma_E = 1.5$ for 'Exposed' spans (ASCE 7-16 and ASCE 7-22 Sec. 29.4.3, Fig. 29.4-7)

Snow and Seismic Design Assumptions

1. Ground Snow Load = 0 - 100.00 psf
2. Thermal Factor = 1.0
3. Results based on uniform snow load
4. 0.2-s Spectral Response Acceleration, $SS \leq 3$

Array Assumptions

1. Dead Load ≤ 5.00 psf (including PV Modules and Racking)
2. Module orientation and Rail direction per user selection
3. Module height above roof surface 5.00" to 10.00" depending on attachment type
4. Gaps between module rows and columns is 0.25" - 1.00"
5. Modules are parallel to the roof surface and within 10.00" of it.
6. 'Exposed' spans shall be used when any part of an exposed module or panel is attributed to that span.
7. The most restrictive of all roof zone spans shall be used when any part of the module is attributed to that span.

Intermediary Span Distances: Roof attachment point loads be reduced linearly if the installed distance between the attachments is less than the selected span. For example, if the spacing is half the amount shown in the results, then the point loads may also be reduced by half.

Spans greater than 72.00'.: While our products are valid for greater spans in many instances, we do not recommend this mounting configuration. Typical residential roofs are not designed for the larger point loads that might result from such excessive spans and we recommend final design by a licensed professional engineer of responsible charge.

Ubuilder does not consider the attachment to the roof structure. Ensure that the supporting roof, its rafters, connections, and any other structural support members can support the array under all code level loading conditions.

Ensure the attachment to the roof structure is adequate to support loads in your installation location.



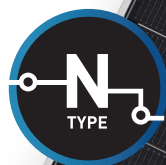
Item # 3.

THE MOST DEPENDABLE SOLAR PRODUCT

EAGLE 72 G6B

570-590 WATT • N-TYPE BIFACIAL

Positive power tolerance of 0~+3%



- NYSE-listed since 2010, Bloomberg Tier 1 manufacturer
- Top performance in the strictest 3rd party labs
- Automated manufacturing utilizing artificial intelligence
- Vertically integrated, tight controls on quality
- Premium solar factories in USA, Vietnam, and Malaysia

KEY FEATURES



N-Type Technology

N-type cells offer Jinko's in-house TOPCon technology with better performance and improved reliability.



Multi Busbar Half Cell Technology

Better light trapping and current collection to improve module power output and reliability.



Bifacial Power Gain

N-Type architecture increases bifaciality for higher backside bonus and better lifetime yield.



Low Temperature Coefficient

Best in class temperature coefficient for highest lifetime energy yield in all climates.



Industrial Grade Construction

Fire Type 29 with optimized dual-glass construction and thick frame for highest mechanical load resistance.



Shade Tolerant

Twin array design allows continued performance even with shading by trees or debris.



Protected Against All Environments

Certified to withstand humidity, heat, rain, marine environments, wind, hailstorms, and packed snow.



Warranty

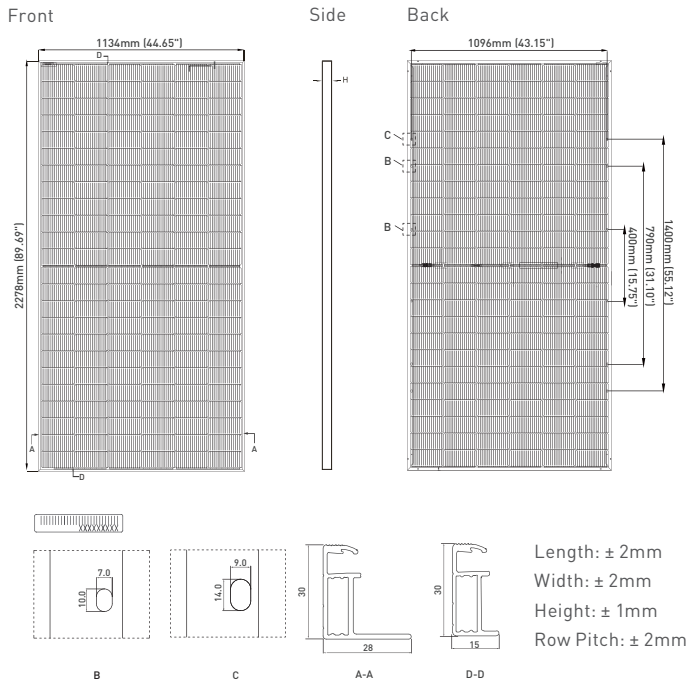
12-year product and 30-year linear power warranty.

- ISO9001:2015 Quality Standards
- ISO14001:2015 Environmental Standards
- IEC61215, IEC61730 certified products

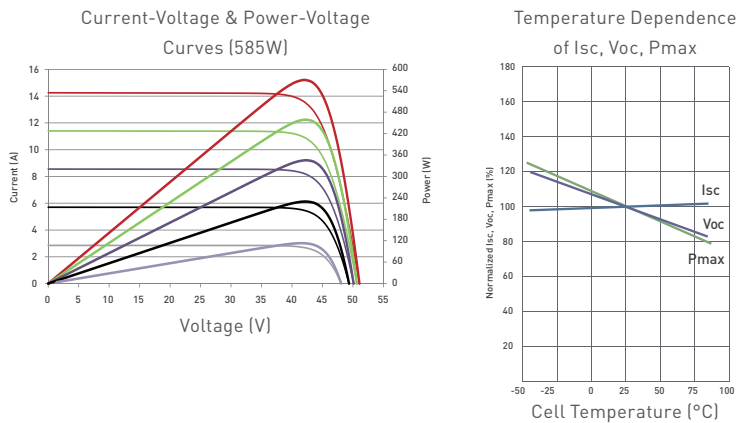
- ISO45001:2018 Occupational Health & Safety Standards
- UL61730 certified products



ENGINEERING DRAWINGS



ELECTRICAL PERFORMANCE & TEMPERATURE DEPENDENCE



ELECTRICAL CHARACTERISTICS

Module Type	JKM570N-72HL4-BDV		JKM575N-72HL4-BDV		JKM580N-72HL4-BDV		JKM585N-72HL4-BDV		JKM590N-72HL4-BDV	
	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT	STC	NOCT
Maximum Power (P_{max})	570Wp	430Wp	575Wp	433Wp	580Wp	437Wp	585Wp	441Wp	590Wp	445Wp
Maximum Power Voltage (V_{mp})	43.58V	40.56V	43.73V	40.73V	43.88V	40.89V	44.02V	41.05V	44.17V	41.21V
Maximum Power Current (I_{mp})	13.08A	10.59A	13.15A	10.64A	13.22A	10.69A	13.29A	10.74A	13.36A	10.79A
Open-circuit Voltage (V_{oc})	52.10V	39.60V	52.30V	39.75V	52.50V	39.90V	52.70V	40.05V	52.90V	40.20V
Short-circuit Current (I_{sc})	13.83A	11.16A	13.89A	11.21A	13.95A	11.26A	14.01A	11.31A	14.07A	11.36A
Module Efficiency STC (%)	22.07%		22.26%		22.45%		22.65%		22.84%	

*STC: ☀ Irradiance 1000W/m²
NOCT: ☀ Irradiance 800W/m²

🌡 Cell Temperature 25°C
🌡 Ambient Temperature 20°C

☁ AM = 1.5
☁ AM = 1.5
🌀 Wind Speed 1m/s

*Power measurement tolerance: $\pm 3\%$

MECHANICAL CHARACTERISTICS

Item # 3.

No. of Half Cells	144 (2 x 72)
Dimensions	2278 x 1134 x 30mm [89.69 x 44.65 x 1.18in]
Weight	31kg (68.34lbs)
Front Glass	2.0mm, Anti-Reflection Coating
Back Glass	2.0mm, Heat Strengthened Glass
Frame	Anodized Aluminum Alloy
Junction Box	IP68 Rated
Output Cables	12 AWG, 1400mm [55.12in]
Fire Type	Type 29
Pressure Rating	5400Pa (Snow) & 2400Pa (Wind)
Hailstone Test	25mm Hailstone at 23 m/s

TEMPERATURE CHARACTERISTICS

Temperature Coefficients of P_{max}	-0.29%/°C
Temperature Coefficients of V_{oc}	-0.25%/°C
Temperature Coefficients of I_{sc}	0.045%/°C
Nominal Operating Cell Temperature (NOCT)	45 $\pm$ 2°C
Bifacial Factor	80 $\pm$ 5%

MAXIMUM RATINGS

Operating Temperature (°C)	-40°C~+85°C
Maximum System Voltage	1500VDC
Maximum Series Fuse Rating	30A

PACKAGING CONFIGURATION

[Two pallets = One stack]
36pcs/pallet, 72pcs/stack, 576pcs/40 HQ Container

BIFACIAL OUTPUT-REARSIDE POWER GAIN

5%	Maximum Power (P_{max})	598Wp	604Wp	609Wp	614Wp	620Wp
	Module Efficiency (%)	23.17%	23.37%	23.57%	23.78%	23.98%
15%	Maximum Power (P_{max})	656Wp	661Wp	667Wp	672Wp	679Wp
	Module Efficiency (%)	25.38%	25.60%	25.82%	26.05%	26.27%
25%	Maximum Power (P_{max})	713Wp	719Wp	725Wp	731Wp	738Wp
	Module Efficiency (%)	27.59%	27.83%	28.06%	28.31%	28.55%

WARRANTY

12-year product and 30-year linear power warranty

1st year degradation not to exceed 1%, each subsequent year not to exceed 0.4%, minimum power at year 30 is 87.4% or greater.

Single Phase Inverter with HD-Wave Technology

for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US /
SE7600H-US / SE10000H-US / SE11400H-US



INVERTERS

Optimized installation with HD-Wave technology

- Specifically designed to work with power optimizers
- Record-breaking efficiency
- Quick and easy inverter commissioning directly from a smartphone using the SolarEdge SetApp
- Fixed voltage inverter for longer strings
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Extremely small
- Built-in module-level monitoring
- Outdoor and indoor installation
- Optional: Revenue grade data, ANSI C12.20 Class 0.5 (0.5% accuracy)

solaredge.com

solaredge

Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US /
SE7600H-US / SE10000H-US / SE11400H-US

	SE3000H-US	SE3800H-US	SE5000H-US	SE6000H-US	SE7600H-US	SE10000H-US	SE11400H-US	
APPLICABLE TO INVERTERS WITH PART NUMBER	SEXXXXH-XXXXXXBX4							
OUTPUT								
Rated AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
Maximum AC Power Output	3000	3800 @ 240V 3300 @ 208V	5000	6000 @ 240V 5000 @ 208V	7600	10000	11400 @ 240V 10000 @ 208V	VA
AC Output Voltage Min.-Nom.-Max. (211 - 240 - 264)	✓	✓	✓	✓	✓	✓	✓	Vac
AC Output Voltage Min.-Nom.-Max. (183 - 208 - 229)	-	✓	-	✓	-	-	✓	Vac
AC Frequency (Nominal)	59.3 - 60 - 60.5 ¹⁾							Hz
Maximum Continuous Output Current @240V	12.5	16	21	25	32	42	47.5	A
Maximum Continuous Output Current @208V	-	16	-	24	-	-	48.5	A
Power Factor	1, adjustable -0.85 to 0.85							
GFDI Threshold	1							A
Utility Monitoring, Islanding Protection, Country Configurable Thresholds	Yes							
INPUT								
Maximum DC Power @240V	4650	5900	7750	9300	11800	15500	17650	W
Maximum DC Power @208V	-	5100	-	7750	-	-	15500	W
Transformer-less, Ungrounded	Yes							
Maximum Input Voltage	480							Vdc
Nominal DC Input Voltage	380							Vdc
Maximum Input Current @240V ²⁾	8.5	10.5	13.5	16.5	20	27	30.5	Adc
Maximum Input Current @208V ²⁾	-	9	-	13.5	-	-	27	Adc
Max. Input Short Circuit Current	45							Adc
Reverse-Polarity Protection	Yes							
Ground-Fault Isolation Detection	600k Ω Sensitivity							
Maximum Inverter Efficiency	99	99.2						%
CEC Weighted Efficiency	99						99 @ 240V 98.5 @ 208V	%
Nighttime Power Consumption	< 2.5							W

¹⁾ For other regional settings please contact SolarEdge support

²⁾ A higher current source may be used; the inverter will limit its input current to the values stated

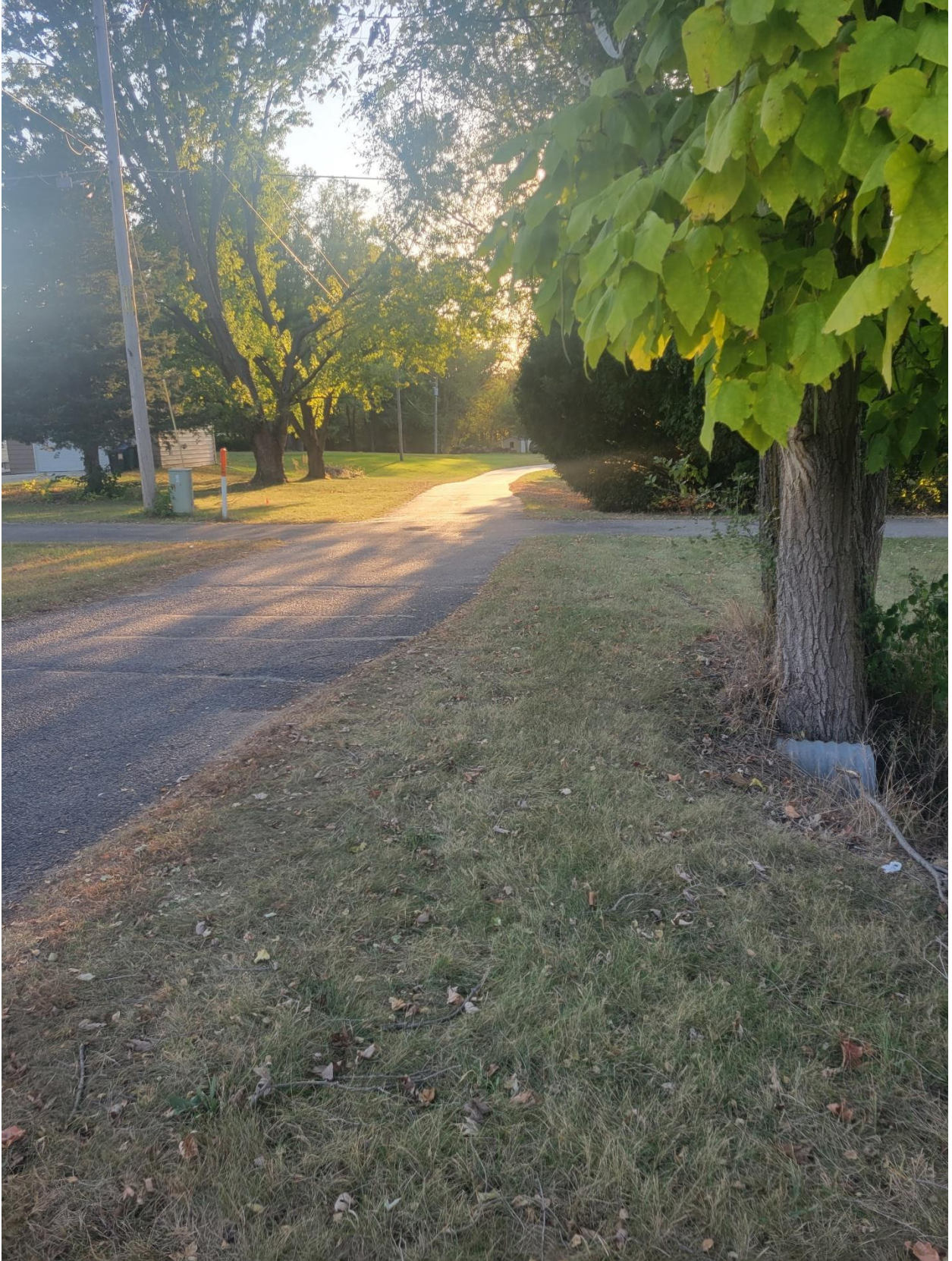
/ Single Phase Inverter with HD-Wave Technology for North America

SE3000H-US / SE3800H-US / SE5000H-US / SE6000H-US/
SE7600H-US / SE10000H-US / SE11400H-US

SE3000H-USSE3800H-USSE5000H-USSE6000H-USSE7600H-USSE10000H-USSE11400H-US							
ADDITIONAL FEATURES							
Supported Communication Interfaces		RS485, Ethernet, ZigBee (optional), Cellular (optional)					
Revenue Grade Data, ANSI C12.20		Optional ⁽¹⁾					
Inverter Commissioning		with the SetApp mobile application using built-in Wi-Fi station for local connection					
Rapid Shutdown - NEC 2014 and 2017 690.12		Automatic Rapid Shutdown upon AC Grid Disconnect					
STANDARD COMPLIANCE							
Safety		UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07					
Grid Connection Standards		IEEE1547, Rule 21, Rule 14 (H)					
Emissions		FCC Part 15 Class B					
INSTALLATION SPECIFICATIONS							
AC Output Conduit Size / AWG Range		3/4" minimum / 14-6 AWG				3/4" minimum /14-4 AWG	
DC Input Conduit Size / # of Strings / AWG Range		3/4" minimum / 1-2 strings / 14-6 AWG				3/4" minimum / 1-3 strings / 14-6 AWG	
Dimensions with Safety Switch (HxWxD)		17.7 x 14.6 x 6.8 / 450 x 370 x 174				21.3 x 14.6 x 7.3 / 540 x 370 x 185	
Weight with Safety Switch		22 / 10	25.1 / 11.4	26.2 / 11.9	38.8 / 17.6		
Noise		< 25			<50		
Cooling		Natural Convection					
Operating Temperature Range		-40 to +140 / -40 to +60 ⁽⁴⁾					
Protection Rating		NEMA 4X (Inverter with Safety Switch)					

⁽¹⁾ Revenue grade inverter P/N: SExxxxH-US000BNC4

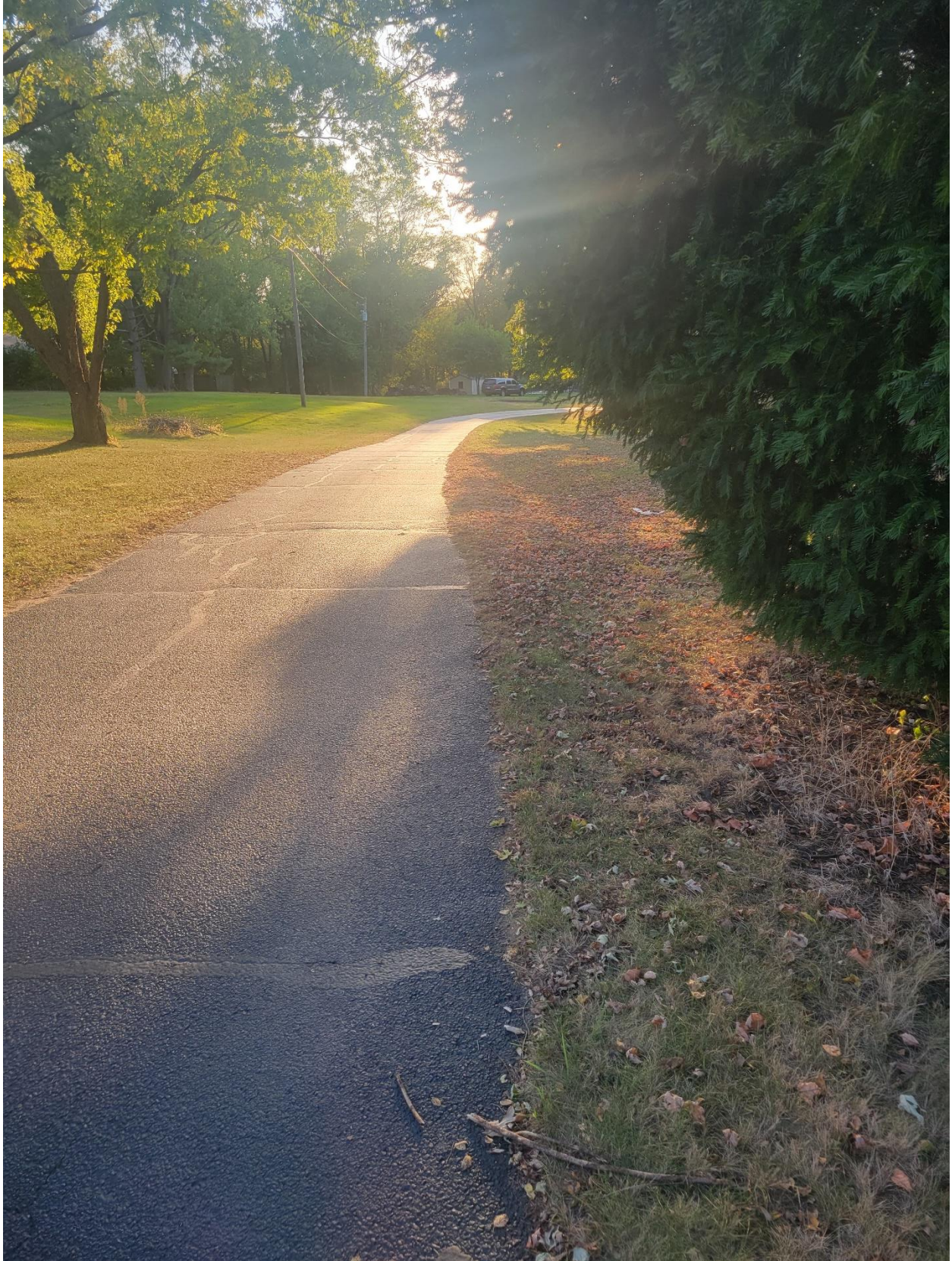
⁽⁴⁾ Full power up to at least 50°C / 122°F; for power de-rating information refer to: <https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf>











VILLAGE OF ROSCOE

AGENDA ITEM - STAFF REPORT



VILLAGE of
ROSCOE

Item # 4.

Agenda Item: Discussion of Engineering Outsourcing Agreement

Date: October 11, 2024

Meeting: COTW - 10/15/2024

Prepared by: Josef Kurlinkus

Department: Administration

Overview/Background Information

The Village of Roscoe's engineering services have historically been provided by an engineering firm contracted by the Village. The Village appoint the firm as its engineer of record, the firm serving in the capacity of Village Engineer. Since 2008, the Village has used Fehr Graham and Associates has served in the capacity of Village Engineer.

The Local Government Professional Services Selection Act (50 ILCS 510) is a legislative measure that governs the process by which local governments in Illinois procure professional services, including engineering, architecture, and land surveying. The Act ensures that local government entities, such as municipalities, select these service providers based on qualifications rather than on price alone. Under the Act, the local government first evaluates the qualifications of the firms. After selecting the most qualified firm, the government then negotiates a fair and reasonable contract. Only if an agreement on compensation cannot be reached with the top firm may the government move to the next most qualified candidate. Except for when it has a satisfactory relationship for services with one or more firms, this process generally must be followed where the cost of architectural, engineering, and land surveying services for the project is expected to exceed \$40,000.

Although the Village has generally had a satisfactory relationship with Fehr-Graham over the course of its tenure as Village Engineer, it is appropriate to periodically evaluate the Village's engineering needs, both in scope and value, so as to ensure that it continues to be able to provide the appropriate level of service to its residents.

The current scope of services for the Village Engineer relates to the day to day operations of the Village. For projects (usually design projects) that are outside of the this scope (e.g. the residential roads program), we usually enter into a separate agreement for services.

The general services include:

- Identify, schedule, or otherwise plan for regular construction or maintenance projects.
- Prepare Engineer's opinions of probable construction costs for proposed Village projects for budgeting purposes.
- Assist with the supervision of street department and other public works routine construction activities.
- Interpret and/or enforce zoning and subdivision ordinances, conduct inspections as required to assist with Village Code Enforcement activity.
- Assist with the development of ordinance language and make recommendations for zoning changes or amendments.
- Assist with communications between the Village and outside parties, such as County officials, Town officials, utility companies, etc.
- Supervise the preparation of plans and specifications for construction contracts or maintenance projects.
- Assist in the preparation of contracts and the calling for bids for engineering services or routine construction projects.
- Review and approve Right-of-Way Construction and Repair and/or Driveway Construction and Repair permits, and/or Erosion Sediment Control Plan applications, including on-site meeting with residents and contractors, and verifying compliance with Village Ordinance.

- Maintain and update municipal Storm Water Pollution Prevention Plans (SWPPP) and Municipal Separate Sewer System (MS4) inspections
- Authorize construction material purchase orders, as directed by the Board.
- Keep records of MFT and other applicable construction expenditures.
- Maintain a record of time expended in review of development projects for which a Reimbursement of Fees Agreement (Escrow) has been established.
- Attend Village Board and Committee of the Whole meetings.
- Prepare special studies and reports on a variety of subjects and activities as a basis for recommendations to the Village Board of Trustees.
- Complete one annual update of the municipal Boundary/Zoning Map, incorporating any annexations and map amendments adopted during the preceding year. Facilitate incorporation of map updates with WinGIS personnel to ensure consistency and depiction of municipal boundary and zoning districts.
- Participation in weekly development team meetings.

Action Required/Recommendation

- 1) Discuss scope of services
- 2) Determine desirability of issuing a RFP for general services
- 3) Establish timeline for QBS based selection process

December 11, 2023

Mayor Tom Fitzgerald
City of South Beloit
519 Blackhawk Boulevard
Suite 2
South Beloit, Illinois 61080

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

Re: Proposal for 2024 Engineering Outsourcing Services

Dear Mayor Fitzgerald and President Gustafson,

I would like to thank you for allowing Fehr Graham the opportunity to provide Municipal Engineering Services for both the Village of Roscoe (Village) and the City of South Beloit (City). As requested, Fehr Graham is submitting a written proposal outlining the scope of work to provide a high level of service while helping reduce cost through our Engineering Outsourcing Services.

MUNICIPAL ENGINEERING OUTSOURCING

Our Municipal Engineering Outsourcing Service would include the completion of day-to-day operations and administrative functions as outlined by the direction given by the Roscoe Village Board and South Beloit City Council. Whereas it has been our experience that there is some difficulty in drawing specific lines with respect to the limits of the duties to be included as part of this scope of 'day to day' work, we feel that the list of services included, as well as the list of exclusions, outline the general areas of responsibilities to be considered part of this contract. The outsourcing would continue to provide an efficient and comprehensive engineering department that will address the specific needs of both the Village and the City. The following is a breakdown of the details regarding the outsourcing service.

- » Fehr Graham will provide a full-time (40 hours/week) staff member who will report directly to the Village and City facilities on a daily basis to maintain and address the municipal engineering responsibilities. This person will be the primary point of contact with regards to the Village's and City's engineering matters and address the day-to-day programs. (This position will require an office, including desk, computer with applicable access to information necessary to perform the job responsibilities, as well as the internet, and access to applicable files and associated documentation.) In the event the full-time staff member is on vacation or is otherwise out of the office for a period that is (or is anticipated to be) in excess of 36 hours, Fehr Graham will have another staff member available to assist the two municipalities during the full-time staff member's absence.
- » The designated full-time employee will split time between the two municipalities in a manner commensurate with the cost-share of the overall agreement, currently set at 60% for the Village of Roscoe (3 days per week) and 40% for the City of South Beloit (2 days per week). This time distribution shall be tracked and allocated over the course of a calendar year, with the understanding that either municipality may require a greater share of the hours over a shorter period of time.

- » On a quarterly basis, Fehr Graham shall submit a record of the hours spent in service to each respective municipality. All reasonable efforts will be made by all parties to achieve the intended distribution of hours commensurate with the 60/40 split of fee. The municipalities reserve the right on an annual basis to revisit the allocation of the time and fee established herein, acknowledging that the total scope of services shall remain at 40 hours per week.
- » Said full-time person may or may not be a Professional Engineer (PE) licensed to practice in the State of Illinois, but will have sufficient knowledge of the principles and practices of engineering, working knowledge of the typical operations of a municipality, and an understanding of each form of government. In the event that person is not a PE, he/she will be working under the direct supervision of a PE from our office as needed to perform the described duties.
- » Fehr Graham staff (Project Manager and/or other staff who are familiar with municipal operations) will also be responsible for conducting a peer review of the applicable reports, plans, etc., that are completed for the Village or City.
- » The Village and the City hereby acknowledge and agree they will continue to maintain all responsibility and liability for compliance with laws and regulations as applicable. Under this type of agreement, the Village and the City would continue to be responsible for ensuring that general municipal operations are conducted in a manner consistent with applicable Federal, State, and Local requirements.

EXAMPLES OF ROSCOE SERVICES INCLUDED

- » Identify, schedule, or otherwise plan for regular construction or maintenance projects. ⁽¹⁾
- » Prepare Engineer's opinions of probable construction costs for proposed Village projects for budgeting purposes.
- » Assist with the supervision of street department and other public works routine construction activities.
- » Interpret and/or enforce zoning and subdivision ordinances, conduct inspections as required to assist with Village Code Enforcement activity.
- » Assist with the development of ordinance language and make recommendations for zoning changes or amendments.
- » Assist with communications between the Village and outside parties, such as County officials, Town officials, utility companies, etc. ⁽²⁾
- » Supervise the preparation of plans and specifications for construction contracts or maintenance projects. ⁽¹⁾
- » Supervise the preparation of contracts and the calling for bids for engineering services or routine construction projects.
- » Review and approve Right-of-Way Construction and Repair and/or Driveway Construction and Repair permits, and/or Erosion Sediment Control Plan applications.
- » Maintain and update municipal Storm Water Pollution Prevention Plans (SWPPP) and Municipal Separate Storm Sewer System (MS4) inspections.

- » Authorize construction material purchase orders, as directed by the Board.
- » Keep records of MFT and other applicable construction expenditures.
- » Maintain a record of time expended in review of development projects for which a Reimbursement of Fees Agreement (Escrow) has been established.
- » Attend Village Board and Committee of the Whole meetings.
- » Prepare special studies and reports on a variety of subjects and activities as a basis for recommendations to the Village Board of Trustees.
- » Complete one annual update of the municipal Boundary/Zoning Map, incorporating any annexations and map amendments adopted during the preceding year. Facilitate incorporation of map updates with WinGIS personnel to ensure consistency and depiction of municipal boundary and zoning districts. ⁽³⁾

- (1) Preparation of construction plans, specifications and bid documents, as well as construction administration services for municipal projects issued for solicitation of public bids, shall be completed as an additional service under a separate contract or completed by others.
- (2) Should a specific task require a technical specialty to enhance the Village's negotiation position, the use of other Fehr Graham staff as part of an additional service contract may be appropriate.
- (3) Revisions to the municipal Boundary/Zoning Map beyond the included annual update shall be completed as an additional service under a separate proposal.

EXAMPLES OF SOUTH BELOIT SERVICES INCLUDED

- » Work with the City to identify, schedule or otherwise plan routine construction and maintenance projects.
- » Prepare Engineer's Estimate of the costs of construction of paving, curbs, sewers, sidewalks and other routine projects.
- » Assist City staff with drafting, interpretation and/or enforcement of ordinances, including, but not limited to, zoning, subdivision, stormwater, soil erosion and sediment control, and illicit discharge ordinances, as required.
- » Participate and/or assist with communications and/or negotiations between the City and outside parties, such as County officials, Town officials, utility companies, etc., as necessary. ⁽¹⁾
- » Supervise the preparation of plans and specifications for construction contracts or maintenance projects. ⁽²⁾
- » Supervise the preparation of contracts and the calling for bids for engineering services or routine construction projects.
- » Review and approve permits, including, but not limited to, ROW Excavation Permits, Site Development Permits, Fence Permits, Sidewalk and Driveway Permits.

- » Maintain a record of time expended on permitting review where such engineering costs are billed back to developer/property owner.
- » Attendance at monthly development team meetings and City Council meetings as required.
- » Prepare special studies and reports on a variety of subjects and activities as a basis for recommendations to the City Council.
- » Field inspections of public improvements being made as part of excavation, sidewalk, fence and driveway permits. Inspection of restoration work associated with excavation permits.
- » Storm Water Pollution Prevention Plans (SWPPP) and Municipal Separate Storm Sewer System (MS4) inspections. Assist with submitting annual MS4 permitting.
- » Complete one annual update of the municipal Boundary/Zoning Map, incorporating any annexations and map amendments adopted during the preceding year. Facilitate incorporation of map updates with WinGIS personnel to ensure consistency and depiction of municipal boundary and zoning districts. ⁽³⁾

- (1) Should a specific task require a technical specialty to enhance the City's negotiation position, the use of other Fehr Graham staff as part of an additional service contract may be appropriate.
- (2) Preparation of construction plans, specifications and bid documents, as well as construction administration services for municipal projects issued for solicitation of public bids, shall be completed as an additional service under a separate contract or completed by others.
- (3) Revisions to the municipal Boundary/Zoning Map beyond the included annual update shall be completed as an additional service under a separate proposal.

EXCLUSIONS

- » Preparation of detailed plans and specifications for water, sewer, stormwater or roadway projects.
- » Preparation of surveys, plats, easements or any other similar work required by the State of Illinois to be completed by a Registered Professional Land Surveyor.
- » Field inspections of public improvements being made as part of new private developments. Fehr Graham would utilize Certified Technicians to complete this work under the direction of the Engineer. All work associated with this task would be reimbursable through the Reimbursement of Fees Agreement (Escrow) established between the Village or City and the Developer.
- » Development Project review subject to Reimbursement of Fees Agreement (Escrow). Design review efforts for developments in which the City or Village receives reimbursement from the developer will be tracked separately and charged on a time and material basis as an extra fee.
- » Special negotiations that require additional expertise from Fehr Graham staff as authorized by the Village President/Board of Trustees or Mayor/City Council.
- » Signing of Discharge Monitoring Reports (DMR) and water reports.

FEES

We are prepared to provide the above-outlined services for the calendar year 2024 for a lump sum fee of \$139,500 (\$11,625.00 per month). It is our understanding that the Village of Roscoe intends to pay for 60 percent of this fee, which equates to \$83,700 (\$6,975.00 per month). The City of South Beloit would then pay for the remaining 40 percent of the overall fee, which equates to \$55,800 (\$4,650.00 per month). Payment for services rendered will be requested via an invoice prepared monthly.

ADDITIONAL ENGINEERING SERVICE CONTRACTS

One of the benefits and advantages of outsourcing municipal engineering services with Fehr Graham is our experience with the needs and challenges of municipalities similar to the Village of Roscoe and the City of South Beloit. The staff member assigned to the Village and the City will have a wealth of experience and staff available to him/her on an as-needed basis to draw from to provide both communities with a higher level of service than can be provided by a single employee. With careful budgeting and communication, your Fehr Graham engineer can delegate tasks to additional Fehr Graham staff to complete to allow him/her to be more productive relative to the administration and management of your operations.

You and the Fehr Graham engineer have a large group of seasoned engineers and specialists available to provide the direction or technical expertise necessary to handle tough situations. Also, he/she has a direct relationship with a team that can address specific projects that the Village and the City may want to undertake with a greater level of understanding, commitment, and efficiency than is typically experienced with the Board/Council/Consulting Engineer relationship.

Any additional services (design projects, large sub-division plan review, permit modifications, map updates, etc.) would be handled by a separate engineering service contract. If requested, the fee and scope of services would be determined at that time.

TERMS AND CONDITIONS FOR ENGINEERING OUTSOURCING SERVICES

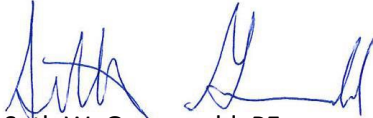
- » The structure and duration of services will be determined based on a specific start date, per the direction of the Village and the City. Typically, the contract is based on a 12-month period with an annual review and fee adjustments made accordingly.
- » The Village of Roscoe and the City of South Beloit will be invoiced separately on a lump sum basis at a rate as presented above.
- » The Village of Roscoe and the City of South Beloit hereby acknowledge and agree that they maintain all responsibility and liability for compliance with laws and regulations as applicable to the Village and the City.
- » The Village of Roscoe and the City of South Beloit agree not to pursue direct employment of Fehr Graham staff performing the services described within this proposal.
- » Agree that the pricing presented herein is based on the commitment of both entities and should one terminate for any reason, the pricing proposed for the other party will need to be modified.

December 11, 2023
Mayor Tom Fitzgerald, City of South Beloit and
Village President Carol Gustafson, Village of Roscoe
2024 Engineering Outsourcing Services Proposal
Page 6

Fehr Graham is committed to continuing our positive and rewarding relationship with the Village of Roscoe and the City of South Beloit. We believe our record speaks for itself with regards to the type and quality of service we have provided both municipalities, as well as similar communities throughout Illinois, Iowa and Wisconsin.

We appreciate the opportunity to provide you with this proposal. Once you have had a chance to review the proposal, please feel free to contact me with any questions you may have. If this proposal meets your approval, please sign and return the attached Agreement for Professional Services. If you should have any questions, please do not hesitate to contact me.

Respectfully submitted,



Seth W. Gronewold, PE
Principal

SWG:cld

Enclosure

N:\Proposals\2024\Seth Gronewold\South Beloit\South Beloit & Roscoe - 2024 Engineering Outsourcing Services Proposal.docx

AGREEMENT FOR PROFESSIONAL SERVICES

Client Ms. Carol Gustafson
Village of Roscoe
10631 Main Street
P.O. Box 283
Roscoe, IL 61073

815-623-2829

Mr. Tom Fitzgerald
City of South Beloit
519 Blackhawk Boulevard
Suite 2
South Beloit, IL 61080

815.389.3023

Description of Services:

Village of Roscoe and City of South Beloit - 2024 Engineering Outsourcing

Fehr Graham will provide Municipal Engineering Services for January 1, 2024, through December 31, 2024, as detailed in proposal letter dated December 6, 2023.

COST:

Village of Roscoe fixed fee for performing the above services is \$83,700.

City of South Beloit fixed fee for performing the above services is \$55,800.

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CLIENT:

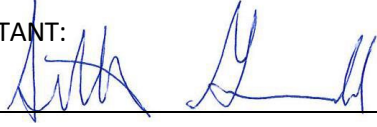
Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Seth Gronewold

Title Principal

Date Proposed December 11, 2023

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

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

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

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

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

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

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

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

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

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

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

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

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Winnebago County, Illinois.

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Village of Roscoe

Item # 5.

Budget Tax Levy Time Table

11/19/24	Tuesday	6:30 PM	Approve Estimate / Tentative Tax Levy Amounts	Approval - Tax Levy
11/27/24			(must be done 20 days before Tax Levy is Adopted).	
			-- ONLY IF NECESSARY --	
		n/a	Publish notice of "Truth in Taxation Hearing".	Publication - Tax Levy
11/19/24			Publish not more than 14 days and not less than 7 days before hearing	
11/26/24				
12/03/24	Tuesday	6:00 PM	HOLD "TRUTH IN TAXATION HEARING"	Hearing - Tax Levy
			Publish notice of public hearing on Appropriation Ordinance	Publication - Appropriation
12/04/24	Wednesday		(must be done at least 10 days before public hearing).	
12/03/24	Tuesday	6:30 PM	Finalize Budget	Approval - Appropriation
		n/a	Make tentative appropriation available for public inspection	Public Inspection
12/07/24	Saturday		(must be done at least 10 days before public hearing).	
12/17/24	Tuesday	6:00 PM	Hold Public Hearing on Appropriation Ordinance	Hearing - Appropriation
12/17/24	Tuesday	6:30 PM	Adopt 2024 Tax Levy	Approval - Tax Levy
			Adopt 2025 Appropriation Ordinance	Approval - Appropriation
			Adopt Abatement of 2024 Tax Levy for Bonds	Approval - Tax Levy
		n/a	File Certified copies of Appropriation, Tax Levy and Abatement Levy	Filing
			w / Winnebago County Clerk	
12/30/24	Monday	n/a	FINAL DAY TO FILE LEVY BEFORE HOLIDAY	
12/31/24	Tuesday	5:00 PM	DEADLINE: TO FILE TAX LEVY (Last Tuesday in December)	Filing