



VILLAGE OF WINNEBAGO

COMMITTEE OF THE WHOLE

June 04, 2025 at 6:05 PM

108 West Main Street and Virtually

To access meeting from any device: <https://global.gotomeeting.com/join/856730805>

Or by (Toll Free): 1 877 309 2073| Access Code: 856-730-805

1. **RECORDING OF THE MEETING**
2. **CALL TO ORDER**
3. **ROLL CALL**
4. **ESTABLISHMENT OF A QUORUM**
5. **MEETING GUIDELINES**

Discussion and Vote to Allow an Absent Trustee to Vote By Phone or Other Allowable Means.

6. **PUBLIC COMMENT**

It is recommended that a written request to address the Village Board by non-members should be submitted via mail, hand delivery, or the Village Website to the Village of Winnebago Office located at 108 West Main Street, Winnebago, Illinois, 61088, by 12:00 Noon on the day of the meeting scheduled by the Village authorities in which the speaker would like to participate. Alternatively, speakers may fill out the form at the meeting to sign up for public comment. Each speaker is limited to three (3) minutes. A maximum of thirty (30) minutes shall be allowed for public comment at each meeting.

7. **APPROVAL OF MINUTES**

- [a.](#) Approval of Committee of the Whole Meeting Minutes from May 7, 2025
- [b.](#) Approval of Committee of the Whole Minutes from May 21, 2025 (Cancelled Meeting- No Quorum)

8. **DISCUSSION**

- [a.](#) Proposal for Professional Services Agreement for West Main Street Widening Project
- [b.](#) Update on Westfield Culvert MFT Project and Recommendation for Alternative Project
- [c.](#) Approval of Purchase of a 1 ton truck
- [d.](#) Ordinance-Errant Water Policy Termination

e. Review of Fence Easement Agreement Policy

f. Sale of Village Owned Property- Winnebago Highlands

9. EXECUTIVE SESSION (CLOSED SESSION) Pursuant to 5ILCS 120/2(c)

10. NEW BUSINESS

11. ADJOURNMENT

Posted: May 30, 2025 at 1:15 p.m. at 108 W. Main Street, Winnebago, IL

and online at www.villageofwinnebago.com Tel 815.335.2020 | Fax 815.415-8491

The Committee of the Whole Village of Winnebago was held on May 7, 2025, at 7:56p.m. with President Franklin J. Eubank, Jr. presiding. The link for the employees and the public to attend remotely was made available through GoToMeeting.

ROLL CALL: ACKERMAN – KIM - LEFEVRE – MCKINNON - SPRINGER - present

Guests: Attorney Mary Gaziano, Village Administrator Joseph Dienberg, Chief Jeff White, Lieutenant Nick Haff, Treasurer Dana Novinson, Assistant Deputy Clerk Rachel Windgassen, Public Works Director Chad Insko

4. ESTABLISHMENT OF A QUORUM – A quorum was established.
5. MEETING GUIDELINES
6. PUBLIC COMMENT – No one requested the opportunity to address the Board.
7. APPROVAL OF MINUTES
 - a. A motion was made by MR. ACKERMAN, seconded by MR. KIM to accept the minutes of the March 19, 2025, meeting as presented. Motion carried on a voice vote.
8. DISCUSSION
 - a. After a successful six month trial, the paid lunch policy will continue.
Employees will be paid for their normal work hours for holidays: Police Officers normally work 12 hours, some Public Works employees work 10 hours normally. Monday through Friday employees will observe holidays on the legal holiday.
A leave donation policy was discussed.
 - b. The Strategic Plan was discussed and it will be adopted at the next meeting. Mr. Dienberg thanked NIU for all their help in the project. It will be reviewed annually and updated next in 2028.
 - c. The adoption of zoning fees were discussed.
 - d. The UDO driveway and sidewalk permit procedures were discussed.
9. EXECUTIVE SESSION– None needed
10. NEW BUSINESS – No discussion.
11. ADJOURNMENT
A motion was made by MR. KIM, seconded by MR. LEFEVRE to adjourn at 8:34 p.m. Motion carried on a voice vote.

UNAPPROVED

Sally Jo Huggins, Village Clerk

The Committee of the Whole of the Village of Winnebago was called to be held at 6:05pm on May 21, 2025.

In attendance: Village Administrator Joseph Dienberg and Village Clerk Sally Huggins

As there was not a quorum available, the meeting was closed.

Sally Jo Huggins, Village Clerk



Agenda Item Executive Summary

Item Name PROPOSAL FOR PROFESSIONAL SERVICES
AGREEMENT FOR WEST MAIN STREET WIDENING
PROJECT Committee or Board Committee

BUDGET IMPACT

Amount:	21,550	Budgeted:	N/A
List what fund:	General Fund		

EXECUTIVE SUMMARY

Staff proposes to proceed with the West Main Street Widening Project, targeting infrastructure improvements from North Benton Street to the driveway of 209 West Main Street and implementing a mill-and-overlay from North Swift Street to North Benton Street. This reallocation aligns with evolving capital priorities driven by the postponement of the Westfield Road Box Culvert Project to 2026, the designation of Goodling Street as the 2025 MFT project, and the unavailability of SRLF funding for a separate water project.

The targeted area is a designated Class 2 highway vital for commercial delivery access, which has seen deterioration due to previous utility work by FRSA. In response, Fehr Graham has submitted a \$21,550 proposal for engineering and bidding services, including topographic surveying and final design. Construction is anticipated for Fall 2025. If bids are favorable, the Village plans to extend improvements to nearby alleyways.

ATTACHMENTS (PLEASE LIST)

Staff Memo, Fehr Graham Proposal for West Main Street Widening (May 19, 2025), Engineer's Opinion of Probable Cost

ACTION REQUESTED

- ☒ For Discussion Only
- ☐ Resolution
- ☐ Ordinance
- ☐ Motion:

MOTION:

Staff: Joseph Dienberg, Village Administrator
Chad Insko, Director of Public Works Date: 6/4/2025



VILLAGE OF WINNEBAGO

MEMORANDUM

Prepared By: Joseph Dienberg, Village Administrator
Chad Insko, Public Works Director

To: Village Board of Trustees

Date: June 4, 2025

Subject: Proposal for Professional Services Agreement for West Main Street Widening Project

Overview

This memo outlines the staff proposal to move forward with the West Main Street Widening Project, which includes widening the roadway between North Benton Street and the driveway of 209 West Main Street to facilitate on-street parking, as well as performing a mill-and-overlay from North Swift Street to North Benton Street. The total estimated project cost is \$224,582.50, including engineering, construction, and contingency.

Background and Justification

Recent developments have shifted the Village’s capital improvement priorities for 2025. The following factors contributed to this reallocation:

- The Westfield Road Box Culvert Project, originally slated for 2025 MFT funding, has been delayed to 2026 due to environmental study requirements.
- The Church and Goodling Street water main loop was completed without the need for reconstruction on South Church. However, Goodling Street still requires full reconstruction and will now serve as the Village’s 2025 MFT project.
- The Village no longer expects to receive State Revolving Loan Fund (SRLF) assistance for a separate water project, further affecting project planning and prioritization.

Additionally, the 2025 budget included \$240,000 for street projects that will not be pursued this year due to the above adjustments. As a result, those funds are now available for reallocation to address other pressing infrastructure needs.

In light of these changes, Village staff has redirected focus to the West Main Street corridor. This section of roadway is a designated Class 2 highway, which ensures year-round delivery access to local businesses. Over a decade ago, the Four Rivers Sanitary Authority (FRSA) completed a major sewer project in this area. Since then, trench settlement has caused pavement deterioration, creating risks for vehicular damage and impacting overall traffic efficiency and safety.

Engineering Scope and Cost

Fehr Graham has submitted a proposal to provide engineering and bidding services for the project in the amount of \$21,550. The scope includes:

- Topographic surveying
- Final design and preparation of construction documents
- Bid packaging and support
- Construction targeted for Fall 2025

The Engineer’s Opinion of Probable Cost (EOPC) estimates construction at \$176,550, with an additional 15% contingency (\$26,482.50), bringing the total estimated project cost to \$224,582.50. Should bids come in under budget, the Village may consider extending resurfacing work to nearby alleyways within the downtown district.

Recommendation

Staff recommends proceeding with the West Main Street Widening Project as a strategic reallocation of budgeted capital funds. This project addresses deteriorating infrastructure in a critical downtown corridor and takes advantage of available funding that would otherwise go unused in 2025. Approval is requested to authorize Fehr Graham to begin engineering services in the amount of \$21,550, with bidding targeted for late summer and construction in Fall 2025.

May 19, 2025

President Frank Eubank
Village President
Village of Winnebago
108 West Main Street
Winnebago, Illinois 61088

**RE: Proposal for Professional Services
 West Main Street Widening**

Dear President Eubank,

We understand per the phone conversation with Mr. Chad Insko on May 2, 2025, that the Village wishes to widen the stretch of West Main Street between North Benton Street and the driveway of 209 West Main Street to facilitate on-street parking along the northern edge of the Street, as well as a mill-and-overlay of the portion of West Main Street from North Swift Street to North Benton Street. It is assumed that all construction and engineering will be paid for with local funds. These limits can be seen on the attached exhibit. Based on this, the following is our anticipated scope of services.

SCOPE OF SERVICES

Topographic Survey

Fehr Graham will perform a limited topographic survey where the roadway widening efforts are to be completed. The topographic survey will include the location of paved areas, establish one-foot contours, spot elevations where needed along the parkway, locate visible utilities, and set and establish permanent benchmark(s) on the site. Apparent boundary lines will be confirmed within this area, but a full boundary survey and boundary survey document will not be completed.

Design Engineering

Based on Fehr Graham's topographic survey, Fehr Graham will provide the following Final Engineering Services:

- » Final Engineering Plans to facilitate the widening of West Main Street through the preparation of:
 - Removal Plan.
 - Will indicate the removal of existing pavement (roadway, approach, etc.) and earthwork.
 - Site Plan and Details.
 - Proposed plan layouts for roadway widening as described above and limits for mill and overlay.
 - Proposed spot elevations as necessary.
 - Pavement section details.
 - Construction Details as applicable.
 - Erosion Control Details.
- Special Provisions relating to the work depicted in these drawings.

- » Fehr Graham will provide an itemized opinion of probable costs for the proposed improvements upon completion of the design phase for the Village of Winnebago to use in verifying the project budget.

Bidding Documents and Services

Utilizing the completed design drawings and project specifications, Fehr Graham will prepare one (1) bid package of documents for the solicitation of bids for the proposed West Main Street Widening project. The bidding process will be completed through solicitation on QuestCDN. As part of this process, Fehr Graham will address potential Contractor questions, manage the bid opening, review and tabulate the bids, and provide a recommendation of award to the Village of Winnebago for their consideration of the project.

EXCLUSIONS

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

- » Tree survey/Tree Preservation Plan.
- » Boundary or right-of-way (ROW) surveys.
- » Full topographic survey beyond what is itemized above.
- » Traffic studies and capacity analysis.
- » Environmental assessments and studies.
- » Archaeological surveys.
- » Construction Observation.
- » Construction Administration.
- » Engineering design beyond what is explicitly listed above.
- » Geotechnical studies/investigations.
- » Construction staking.
- » Utility improvement design.
- » Permit fees.
- » NOI/NPDES Permit (assumed less than one acre of soil disturbance).
- » Preparation of easements and/or right-of-way documents.
- » Detailed ADA ramp design.
- » Structural engineering services.
- » IDOT coordination and permitting.
- » FRSA permitting.

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

SCHEDULE

Weather and site conditions dependent, Fehr Graham can initiate this project within 2-3 weeks of receiving formal authorization to proceed. It is intended that this project will be designed and ready for bid in August 2025 in anticipation of a Fall 2025 construction. This timing is contingent on contract approval at the first meeting in June 2025.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined above in accordance with the following lump sum fee schedule:

• Topographic Survey	\$3,600	(Lump Sum)
• Design Engineering	\$14,450	(Lump Sum)
• Bidding Documents and Services	\$3,500	(Lump Sum)
Total	\$21,550	

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

AUTHORIZATION

I trust that the information we have provided is in line with your expectations. If this proposal meets your expectations, please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed. We are looking forward to working with the Village of Winnebago on this project. If you have any questions or need anything further, please contact me.

Respectfully submitted,



Luke Ziegler
Staff Engineer

LZ:ss

Enclosures: Agreements for Professional Services

N:\Proposals\2025\Luke Ziegler\Winnebago, Village of\W. Main Street Widening\Winnebago - W. Main Street Widening Proposal.docx

AGREEMENT FOR PROFESSIONAL SERVICES

Client President Frank Eubank
 Village President
 Village of Winnebago
 108 West Main Street
 Winnebago, Illinois 61088

815.335.2020

Description of Services:

West Main Street Widening

Fehr Graham will provide professional services related to the above-referenced project as detailed in our proposal letter dated May 19, 2025.

COST:

The fixed fee for performing the above services is as follows:

• Topographic Survey	\$3,600	(Lump Sum)
• Design Engineering	\$14,450	(Lump Sum)
• Bidding Documents and Services	\$3,500	(Lump Sum)
Total	\$21,550	

Reimbursables are not to exceed a 15% markup. Payment for the services rendered will be requested via a monthly invoice. Fehr Graham does not accept credit and/or debit card payments.

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By  _____

Name Chris DeSilva, PE

Title Chief Operating Officer

Date Proposed May 16, 2025

25-1071

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

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

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

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

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to 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 scope of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

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

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

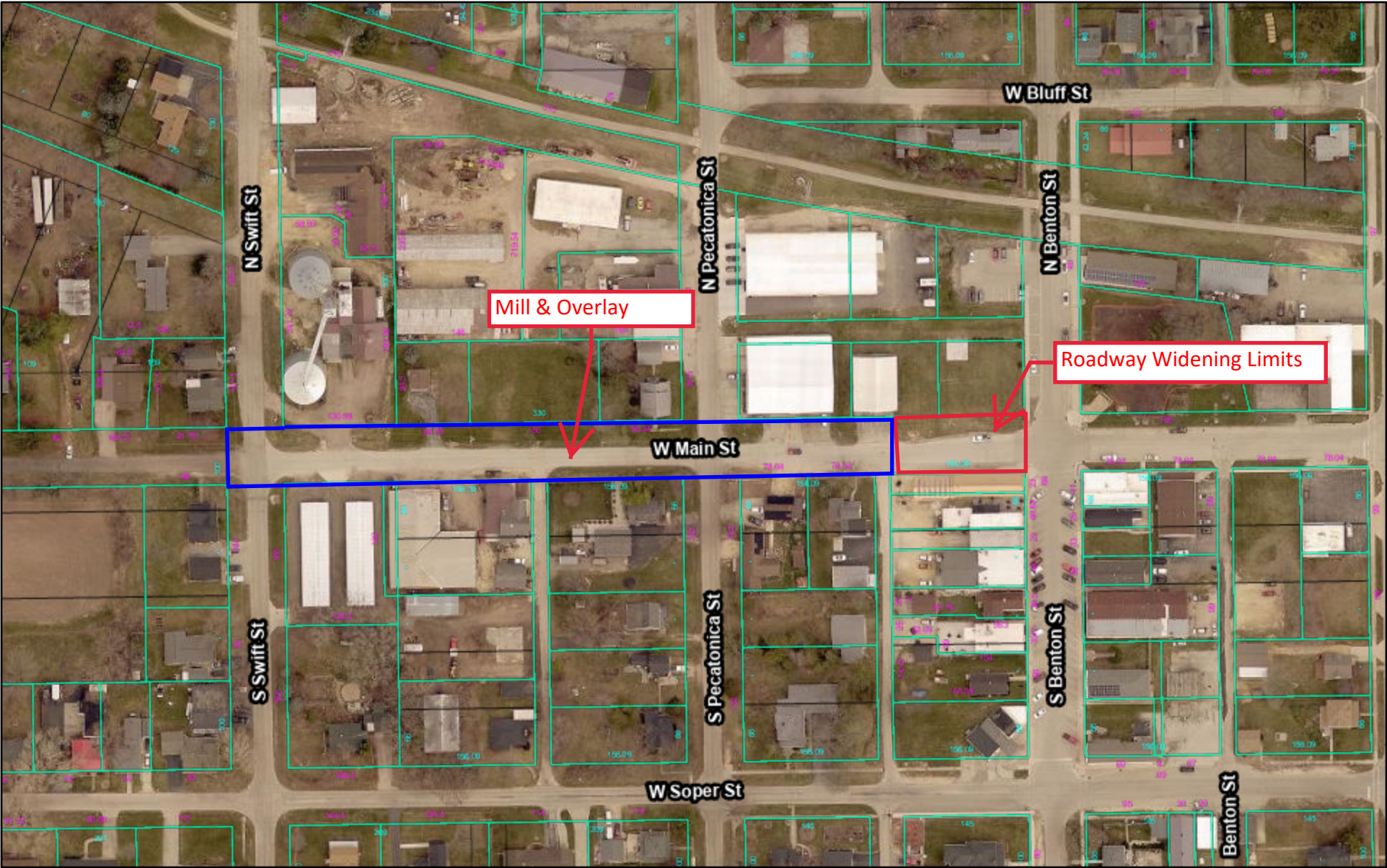
18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet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

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

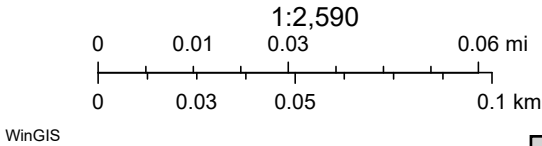
If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation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

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

W. Main Street Widening



5/12/2025



**Engineer's Opinion of Probable Cost
W. Main Street Widening, Village of Winnebago, Illinois**

No.	Item Description	Quantity	Unit	Unit Price	Total Price
W. Main Street (Swift Street to Benton Street)					
1	Mobilization	1	LS	\$ 15,000.00	\$ 15,000.00
2	Pavement Removal, Milled, 2"	3100	SY	\$ 7.50	\$ 23,250.00
3	Approach Pavement Removal, Full Depth, Complete	550	SY	\$ 10.00	\$ 5,500.00
4	Sanitary Manholes to be Adjusted, Complete	4	EA	\$ 2,000.00	\$ 8,000.00
5	Storm Manholes to be Adjusted, Complete	2	EA	\$ 1,500.00	\$ 3,000.00
6	Inlet to be Adjusted, Complete	1	EA	\$ 1,000.00	\$ 1,000.00
7	PCC Sidewalk Removal	160	SF	\$ 15.00	\$ 2,400.00
8	PCC Curb & Gutter Removal	50	LF	\$ 10.00	\$ 500.00
9	Aggregate Base Course, Type B	450	SY	\$ 20.00	\$ 9,000.00
10	HMA Surface Course, IL9.5, N50, 2"	430	TON	\$ 120.00	\$ 51,600.00
11	HMA Approach Pavement, 3"	435	SY	\$ 30.00	\$ 13,050.00
12	PCC Approach Pavement, 6"	115	SY	\$ 100.00	\$ 11,500.00
13	PCC Curb & Gutter, Type M6.12	50	LF	\$ 75.00	\$ 3,750.00
14	PCC Ribbon Curb	250	LF	\$ 50.00	\$ 12,500.00
15	PCC Sidewalk, 5"	160	SF	\$ 25.00	\$ 4,000.00
16	Detectable Warning	20	SF	\$ 50.00	\$ 1,000.00
17	Concrete Washout Basin	1	LS	\$ 1,500.00	\$ 1,500.00
18	Traffic Control & Protection, Special	1	LS	\$ 10,000.00	\$ 10,000.00

ESTIMATED CONTRACT AMOUNT	\$ 176,550.00
Construction Contingency (15%)	\$ 26,482.50
Engineering Design, Construction Services, Project Administration	\$ 21,550.00
ESTIMATED PROJECT TOTAL	\$ 224,582.50



Agenda Item Executive Summary

Item Name UPDATE ON WESTFIELD CULVERT MFT PROJECT AND RECOMMENDATION FOR ALTERNATIVE PROJECT Committee or Board Committee

BUDGET IMPACT

Amount:	N/A	Budgeted:	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The Westfield Road culvert improvement project (MFT Section 25-00014-00-BR) has been delayed due to an environmental compliance issue. The Illinois Department of Transportation requires an Environmental Survey Request (ESR) following a failed prescreen related to potential brown bat habitats. This process is expected to take a minimum of six months, pushing the project beyond the current construction season.

To maintain progress and utilize MFT funding, staff has identified an alternative project, the Goodling resurfacing. This proposed project will be pursued in place of the Westfield culvert for the 2025 construction season. Details and scope will be coordinated with Fehr Graham and submitted for IDOT approval.

ATTACHMENTS (PLEASE LIST)

Draft Estimate of Costs, Previously signed resolution for the Westfield Project

ACTION REQUESTED

- ☒ For Discussion Only
- ☐ Resolution
- ☐ Ordinance
- ☐ Motion:

MOTION:

Staff: Chad Insko, Director of Public Works Date: 6/4/2025
Joseph Dienberg, Village Administrator



Local Public Agency General Maintenance

Submittal Type **Revised**

Estimate of Maintenance Costs

District **2** Estimate of Cost For **Municipality**

Local Public Agency **Village of Winnebago** County **Winnebago** Section Number **25-00000-00-GM** Maintenance Period Beginning **01/01/25** Ending **12/31/25**

Maintenance Items								
Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
S. Goodling Street	IV	Yes		LS	1	\$148,177.50	\$148,177.50	\$148,177.50
Total Operation Cost								\$148,177.50

Estimate of Maintenance Costs Summary				
Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$148,177.50			\$148,177.50
Maintenance Total	\$148,177.50			\$148,177.50

Estimated Maintenance Eng Costs Summary				
Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$8,658.88			\$8,658.88
Engineering Inspection	\$8,890.65			\$8,890.65
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$17,549.53			\$17,549.53
Total Estimated Maintenance	\$165,727.03			\$165,727.03

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Estimate of Maintenance Costs

Section 8. Item #b.

Submittal Type Revised

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Village of Winnebago	Winnebago	25-00000-00-GM	01/01/25	12/31/25

IDOT Department Use Only

Received Location Received Date Additional Location?

		☐
--	--	--------------------------

WMFT Entry By Entry Date

--	--



**Illinois Department
of Transportation**

Section 8. Item #b.

**Resolution for Maintenance
Under the Illinois Highway Code**

District	County	Resolution Number	Resolution Type	Section Number
2	Winnebago	2025-03R	Original	25-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of Winnebago Illinois that there is hereby appropriated the sum of Three Hundred Thousand and 00/100 Dollars (\$300,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/25 to 12/31/25.
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Winnebago shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Sally Jo Huggins Village Clerk in and for said Village of Winnebago in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Winnebago at a meeting held on 01/15/25.
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 15th day of January, 2025.
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

Sally Jo Huggins 1-15-2025

APPROVED

Regional Engineer Signature & Date
Department of Transportation

**Maintenance Engineering to be
Performed by a Consulting Engineer**

Local Public Agency

Village of Winnebago

County

Winnebago

Section Number

25-00000-00-GM

The services to be performed by the consulting engineer, pertaining to the various items of work included in the estimated cost of the maintenance operations (BLR 14222), shall consist of the following:

PRELIMINARY ENGINEERING shall include:

Investigation of the condition of the streets or highways for determination (in consultation with the local highway authority) of the maintenance operations to be included in the maintenance program; preparation of the maintenance resolution (BLR 14220 for municipalities and counties), maintenance estimate of cost and, if applicable, proposal; attendance at meetings of the governing body as may reasonably be required; attendance at public letting; preparation of the contract, quotations, and/or acceptance (BLR 12330) form. Also, preparation of the maintenance expenditure statement which must be submitted to IDOT within 3 months of the end of the maintenance period.

ENGINEERING INSPECTION shall include:

Furnishing the engineering field inspection, including preparation of payment estimate for contract, material proposal and/or deliver and install proposal and/or checking material invoices of those maintenance operations requiring engineering field inspection. For operations requiring material testing ensure the testing is completed by a qualified firm.

For furnishing preliminary engineering, the engineer will be paid a base fee PLUS a negotiated fee percentage. Only one base fee can be charged per maintenance period. For furnishing engineering inspection, the engineer will be paid a negotiated fee percentage. The negotiated preliminary engineering fee percentage for each maintenance group shown in the "Schedule of Fees" shall be applied to the total estimated costs of that group. The negotiated fee for engineering inspection for each maintenance group shall be applied to the total final cost of that group for the times which required engineering inspections. In no case shall this be construed to include supervision of the contractor operations.

SCHEDULE OF FEES

Total of all Maintenance Operations:

☐ ≤ \$20,000

Base Fee

☒ > \$20,000

Base Fee = \$1,250.00

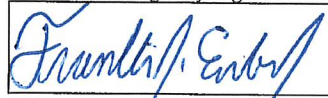
PLUS

Maintenance Engineering Category	Preliminary Engineering		Engineering Inspection		Operation(s) to be Inspected
	Maximum Fee %	Negotiated Fee %	Maximum Fee %	Negotiated Fee %	
I	NA	NA	NA	NA	NA
IIA	2%		1%		
IIB	3%		3%		
III	4%		4%		
IV	5%	5%	6%	6%	

The LPA certifies that the selection of the ENGINEER was performed in accordance with the Local Government Professional Service Selection Act 50 (ILCS 510/1-510/8) and procedures outlined in Chapter 5 of the DEPARTMENT's Bureau of Local Roads and Streets Manual.

BY:

Local Public Agency Signature & Date

 11/15/2025

Title

Village President

BY:

Consulting Engineer Signature & Date

 11/16/25

Title

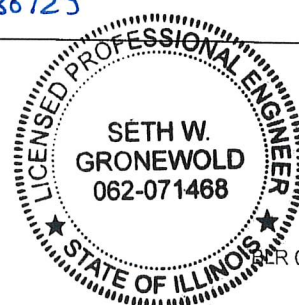
Principal

P.E. Seal & Date

Exp. 11/30/25

Approved:

Regional Engineer, IDOT Signature & Date



BLR 05520 (Rev. 07/13/22)

Completed 01/09/25



Agenda Item Executive Summary

Item Name REPLACEMENT OF 1-TON SERVICE TRUCK Committee or Board Committee

BUDGET IMPACT

Amount:	\$140,000	Budgeted:	Yes
List what fund:	General Fund / O&M (50/50)		

EXECUTIVE SUMMARY

The 2025 budget includes funds to replace a 2013 1-ton service truck. The proposed vehicle includes a crane and snow plow, improving operational capacity. One quote has been received, with others expected. This item is presented for discussion.

ATTACHMENTS (PLEASE LIST)

Vehicle Replacement Form, Quote(s)

ACTION REQUESTED

- ☐ For Discussion Only
- ☐ Resolution
- ☐ Ordinance
- ☐ Motion:

MOTION:

Staff: Joseph Dienberg, Village Administrator Date: 6/4/2025
Chad Insko, Director of Public Works

Vehicle #	# 2017	Year	2017	VILLAGE OF WINNEBAGO		
Make	Ford	Model	F-350 XL Flatbed DRW			
Miles	45,000	Hours	3,889			
Original \$	57,000 upfitted	in (date)	7/9/1905			
Budgeted Replacement				140,000	Replacement Point Range	
Sale/ Auction/ Estimated Trade-in \$			25,000.00	Under 18 points	Condition I	Excellent
Life Expectancy	5-7 years			18 -22 points	Condition II	Good
Type of Service	Utility and Street Service			23 - 27 points	Condition III	Qualifies for replacement
Department	O/M and Streets			28+ points	Condition IV	High priority replacement
FACTOR	POINTS	DESCRIPTION				VEHICLE SCORE
AGE	1	Each year of chronological age				8
MILES / HOURS	1	Each 10,000 miles of usage				0
	1	Each 700 hours of usage (priority over miles on heavy duty and off road equipment)				5
TYPE OF SERVICE	1	Standard sedans and light pickups				0
	2	Standard vehicles with the occasional off-road usage				0
	3	Vehicles that pull trailers, haul heavy loads, has continued off-road usage, and police administration				0
	4	Any vehicle involved in snow removal				4
	5	Police emergency response vehicles				0
RELIABILITY (PM work not included)	1	In shop one time within a three month time period, no major breakdowns or road calls				0
	2	In shop one time within a three month time period, one breakdown or road call within a three month period				2
	3	In shop more than twice within a one month time period, no major breakdowns or road calls				0
	4	In shop more than once within a one month time period, two or more breakdowns/road calls within the same time period				0
	5	In shop more than twice monthly, two or more breakdowns within one month time period				0
MAINTENANCE AND REPAIR (Accident Repairs not included)	1	Maintenance costs (cumulative total) are $\leq$ 10% of purchase cost				1
	2	Maintenance costs (cumulative total) are $\leq$ 25% of purchase cost				0
	3	Maintenance costs (cumulative total) are $\leq$ 45% of purchase cost				0
	4	Maintenance costs (cumulative total) are $\leq$ 60% of purchase cost				0
	5	Maintenance costs (cumulative total) are $\geq$ 61% of purchase cost				0
CONDITION	1	Good drive train and minor body imperfections (road chips, scratches)				0
	2	Imperfections in body & paint, paint fading & dents, interior fair (no rips, tears, burns), and a good drive train				0
	3	Noticeable imperfections in body and paint surface, some minor rust, minor damage from add-on equipment, worn interior (one or more rips, tears, burns), and a weak or noisy drive train				3
	4	Previous accident damage, poor paint and body condition (rust, holes), bad interior (tears, rips, cracked cash), major damage from add-on equipment, and one drive train component bad				0
	5	Previous accident damage, poor paint, bad interior, drive train that is damaged or inoperative, major damage from add-on equipment				0
					Total	23



OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 913-312-5371

Purchase Order / Quote

Date	5/27/2025
Valid Until	6/30/25
Contract	SOURCEWELL - 032824
PO	
Lead Time	16 WEEKS

Customer:
VILLAGE OF WINNEBAGO

Invoice Address:

Delivery Address:
Same

Description - Vehicle Preview Details	Line Total
2026 - Ford X3H 4x4 Super Chas Cab DRW - 60" CA	\$59,521.00
F350 4X4 SUPER CHAS CAB DRW168 168 INCH WHEELBASE TOTAL BASE VEHICLE RACE RED 40/20/40 CLOTH SEAT MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.643A .XLT TRIM .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT LT245/75R17E BSW ALL-TERRAIN 4.30 RATIO LIMITED SLIP AXLE FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET CARPET DELETE XLT VALUE PACKAGE .BACKGLASS DEFROST .POWER ADJUSTABLE PEDALS .REMOTE START SYSTEM .HEATED FRONT SEATS .8-WAY POWER SEAT-DRIVER PLATFORM RUNNING BOARDS 14000# GVWR PACKAGE SKID PLATES 50 STATE EMISSIONS SNOW PLOW PREP PACKAGE JOB #1 ORDER SIRIUSXM W/360L (3 MOS TRIAL) CENTER HIGH MOUNT STOP LAMP 410 AMP DUAL ALTERNATOR REAR VIEW CAMERA & PREP KIT CONN PKG: 1 YR INCL W/FORDPASS STAINLESS STEEL WHEEL COVERS	
DRAKE-SCRUGGS UPFIT - 052325	\$56,408.00
DRAKE-SCRUGGS BODY OPTIONS	\$13,163.00
FACTORY OPTION TOTAL	\$4,595.00

Special Notes and Instructions
MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME. PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal less trade-in	\$133,687.00
Sales Tax 0.00%	\$0.00
Tire Tax 0	\$0.00
Extended Warranty	\$0.00
Flooring	\$0.00
Dropship	\$650.00
MSO / ODO	\$0.00
Total Per Unit	\$134,337.00
Quantity of Units	1
PO Total	\$134,337.00

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____

Print Name _____

Date _____

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

1845 E SANTA FE, OLATHE, KS 66062
505-850-5504 - SGONZALEZ@OLATHEFLEET.COM



Drake-Scruggs Equipment Inc

Section 8. Item #c.

Home Office

2000 S. Dirksen Parkway

Springfield, IL 62708-

(217) 753-3871

Fax (217) 753-2760

Olathe Ford / Village of Winnebago

1845 E. Santa Fe

Olathe, KS 66062-

Tel. (913) 368-9116

Fax (913) 829-1804

We are pleased to quote to you, the equipment described below delivered F.O.B., Springfield, IL in accordance with specifications attached:

Quote Number **052325-0**

Per the following specification we are quoting:

Provide and install a Knapheide 6108D54 Service Body and other truck equipment on a customer supplied 2025 Ford F350 Reg Cab 4x4 with 60"CA, DRW and Gas Engine.

* Total ----- \$56,408.00

Delivery ARO Days

State and municipal sales taxes are to be added if applicable. FET shall be added if applicable.

Terms are Net 10. This Quote is valid for a period of 30 days from Friday, May 16, 2025.

The goods described herein will be sold subject to the additional provisions and our regular warranty printed on the next page hereof. We thank you for the courtesy extended to us, and hope to be favored with your acceptance of this proposal. Your acceptance of this proposal will not be binding upon us until one of our salesmen and an authorizing person of your company approves this proposal hereon in writing. No parts shall be ordered until a signed copy of this form and/or a P.O. has been received.

ACCEPTED:

Date: _____

PO #

Respectfully Submitted,

Drake-Scruggs Equipment Inc.

Quote Prepared By Aaron Thompson

Firm Name: _____

By: _____ By: _____

Michael Reed, Sales Representative



ADDITIONAL PROVISIONS

1. Occasions in which Drake-Scruggs Equipment Inc is to supply the cab and chassis for a customer it shall be invoiced to you upon delivery to Drake-Scruggs Equipment.
2. If, for any reason, delivery is not made within 10 days from the date specified, the cash selling price quoted herein will be subject to adjustment to conform to our regular cash selling price of the goods covered by this proposal in effect at the time of delivery. If the price adjustment results in an increase in price, you shall have the privilege of accepting delivery at the increased price or canceling your acceptance of this proposal by giving written notice of such cancellation to us within 5 days after notice of such price increase is given to you.
3. You agree to accept the goods covered by this proposal, as fulfilled thereof, with such changes in design and materials, or either of them, which we might make.
4. If any sales or excise taxes now in effect, shall be increased, or any new sales, excise, floor or processing taxes shall be imposed by federal, state, or local laws, you are to reimburse us for any and all such increased or new taxes that we may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of the articles and equipment covered by this proposal. The amount of such increased or new taxes may be billed as a separate item or added to the price of the articles and equipment to which they are applicable at our option.
5. We shall not be responsible for loss, damage, or delays in transportation after shipment, nor for failure to supply any goods covered by this proposal or to deliver the same on time where prevented by strikes, fires, or accidents, or by the demand exceeding the available supply, or by any other cause beyond our reasonable control.
6. Any cost incurred by Drake-Scruggs Equipment, Inc. as a result of either cancellation or change orders shall be passed to the buyer.

*Delivery time is only an estimate. This time may change due to unforeseen problems.

WARRANTY

DRAKE-SCRUGGS EQUIPMENT, INC. Warrants each new article to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good any part or parts thereof which shall be returned to it with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective, provided that such part or parts shall be so returned to it not later than (90) days after delivery of such article to the original purchaser. This warranty is expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on its part, and it neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

This warranty shall not apply to any article which shall have been repaired or altered outside of its shop in any way so as, in its judgment, to affect its stability, nor which has been subject to misuse, negligence or accident. Warranty on all new equipment is subject to the individual manufacturer as attached.

Your Drake- Scruggs installed equipment is warranted from defects and workmanship for one year from the date of delivery. Included is one free field service trip within this warranty period. Normal travel charges will apply after this initial trip during the one year warranty period. After expiration of the one year warranty, normal travel, labor and material charges will apply. The one year warranty only applies to new components sold and installed by Drake-Scruggs Equipment Inc. Normal maintenance, repairs due to lack of maintenance and equipment transfers from chassis to chassis are not included in this warranty.

Service Body:

Knapheide 6108D54 Steel Service Body

Overall Length: 108"

Overall Width: 94"

Compartment Height: 40"

Compartment Depth: 20"

Streetside Compartmentation

1st Vertical: CTECH Drawer Unit; 3-3", 2-5", 1-7" Drawers

Horizontal: One adjustable shelf with dividers

Rear Vertical: Two adjustable shelves with dividers

Hydraulic Tool Circuit Controls

Curbside Compartmentation

1st Vertical: Two adjustable shelves with dividers

Horizontal: One adjustable shelf with dividers

Rear Vertical: One adjustable shelf with dividers

Crane Compartment

Body Construction and Features:

- Standard LED flush mounted Stop/Turn/Tail and Back up lights
- Body is constructed of 14 gauge, two-sided A40 galvalume steel
- 12 gauge treadplate floor
- Stainless Steel hinges and latches on all doors
- Double spring over center retainers on all vertical doors
- Heavy Duty chain stops hold horizontal door open
- Grab Handles on back of body
- Master Locking System
- 12" high slam style tailgate
- Knapheide Cab Guard
- Knapheide electrodeposition prime paint process
- Body painted Ford RED (need paint code)

Additional Features:

- Mudflaps installed behind rear wheels
- Grip Step Rear Bumper; Knapliner applied to all surfaces
- Class V Receiver Hitch; 21,000 lb capacity
- 7-Pin RV type trailer socket
- Vice Mount Bracket installed on curbside of bumper
- Shovel Box; 72"L x 18"W x 10"D, installed on streetside compartment top
- Install Ford Back up Camera Kit
- Back-up Alarm; 97d
- 10 lb Fire Extinguisher w/ bracket
- Triangle Reflector Kit

Hydraulic System:

PTO and Pump to supply hydraulic power

- Flow Control installed in LRV Compartment
- 15 Gallon hydraulic fluid reservoir; installed in load area
- Hydraulic fluid cooler
- 2 speed throttle control

Hannay Reels Hydraulic Hose Reel with Electric Rewind

- 75' of 1/2" Twin Hose

Installed at rear streetside compartment top; payout to rear

InPower Two Speed Throttle Control: SAT-LD-02

Crane:

Autocrane EC-2X Crane

- 2,000 lb Capacity
- 9' of Reach
- 15' Hard-wired control

AutoCrane Boom Support

AutoCrane Medium Duty JackLeg; 24"

Lights:

Whelen ION T-Series LED Strobe Light; Amber/White

- 2 Lights on front grill
 - 2 Lights on back of body
 - 1 light on each side of body; midship
- Strobe Lights are controlled by an upfitter switch

Whelen PAR-36 Combination Spotlight/Floodlight

- One light installed under rear bumper
- Wired to switch and to Reverse

Knapheide LED Compartment Light Kit

- Wire compartment lights to an upfitter switch

GoLight 20004GT LED Spotlight; White

- Permanent mount
- Wireless Remote

Two Lights installed on Cab Guard

Transfer Tank:

ATI Aluminum Refueling Transfer Tank

- Diamond Plate Aluminum Construction
- 38 Gallon Capacity
- 49"L x 11"W x 19"

Installed at front of load area

Fill-Rite Transfer Pump w/ Automatic Nozzle

- 20 GPM
- 12V

Spray Liner:

Gatorhyde Spray Liner applied to:

- Shovel Box
- Floor and Walls of cargo area
- Inside surface of tailgate
- Vise Bracket

Certification:

Clean, Weigh and Test Run completed unit.

Total for One Unit

\$56,408.00

FOB: Springfield, IL
State and municipal sales taxes are to be added if applicable.
FET shall be added if applicable.

Option #1

*Check Mark to Select This Option

☐

Boss 9' SuperDuty Snowplow Package
- Boss Snow Deflector

Add

\$10,390.00

Option #2

*Check Mark to Select This Option

☐

Whelen 48" LED Light Bar; Amber/Clear
- forward facing work lights
- rear facing work lights
- In-cab controller
Installed on Cab Protector

Add

\$2,773.00



Agenda Item Executive Summary

Item Name AN ORDINANCE REPEALING THE ERRANT WATER POLICY OF THE VILLAGE OF WINNEBAGO Committee or Board Committee

BUDGET IMPACT

Amount:	N/A	Budgeted:	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

This ordinance proposes the repeal of the Village of Winnebago's Errant Water Policy, originally implemented around 2014 to assist residents with major, undetected water leaks under the Village's previous manual-read meter system. The policy provided limited financial relief via a one-time annual adjustment.

As of Spring 2025, the Village has completed the transition to cellular water meters, which support real-time monitoring and customer usage tracking through the EyeOnWater application. These capabilities, combined with proactive staff notifications to residents regarding potential leaks, have rendered the policy obsolete.

Repealing the policy will reduce administrative burden, improve equity among utility customers, and align with the Village's strategic goals of modernizing customer service and eliminating outdated procedures.

ATTACHMENTS (PLEASE LIST)

Draft Ordinance

ACTION REQUESTED

- ☒ For Discussion Only
- ☐ Resolution
- ☒ Ordinance
- ☐ Motion:

MOTION: I MOVE TO APPROVE ORDINANCE 2025-___, AN ORDINANCE REPEALING THE ERRANT WATER POLICY OF THE VILLAGE OF WINNEBAGO

Staff: Joseph Dienberg, Village Administrator Date: 6/4/2025

ORDINANCE NO. 2025- _____

**AN ORDINANCE TERMINATING THE ERRANT WATER POLICY
OF THE VILLAGE OF WINNEBAGO**

WHEREAS, the Village of Winnebago established an Errant Water Policy to provide limited financial relief to residential customers who experienced major water leaks, particularly when such leaks went undetected due to the limitations of the manual-read water meter system in place at the time; and

WHEREAS, the policy allowed a one-time adjustment per residential account based on the customer’s 3-month average usage plus a recovery surcharge for water lost and treatment costs, with the intent of balancing fairness to the customer with recovery of partial Village costs; and

WHEREAS, the Village completed its transition to cellular water meters in Spring 2025, equipping all accounts with the opportunity of real-time monitoring capabilities and enabling customer access to usage data through the EyeOnWater application; and

WHEREAS, Village staff are now alerted to abnormal usage patterns immediately and routinely provide courtesy notification to affected residents when potential leaks are detected, allowing proactive resolution before billing becomes an issue; and

WHEREAS, maintaining the policy presents an unnecessary administrative burden and introduces inequity by potentially subsidizing major leaks at the expense of the broader ratepayer base; and

WHEREAS, the Village Board finds that continuing the policy would be fiscally irresponsible, as errant water adjustments shift the cost burden of avoidable usage onto other utility customers; and

WHEREAS, eliminating the Errant Water Policy aligns with the Village’s strategic goal of reducing bureaucracy and modernizing customer service through data-driven tools and proactive communication;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Winnebago, as follows:

SECTION I. TERMINATION OF ERRANT WATER POLICY

The Errant Water Policy, originally established by the Village Board and as subsequently applied through administrative practice, is hereby repealed in full.

SECTION II. IMPLEMENTATION AND PUBLIC NOTICE

The Village Administrator and Utility Billing Department are directed to update all relevant policies, documents, and public communications to reflect this repeal. Residents shall continue to be encouraged to use the EyeOnWater application, and staff shall maintain current practice when practical of notifying customers when abnormal usage is detected, as a courtesy.

SECTION III. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, approval, and publication in accordance with applicable law.

SECTION IV. SEVERABILITY

If any section, paragraph, clause, or provision of this ordinance shall be adjudged invalid or unconstitutional, the remainder of this ordinance shall remain in full force and effect.

SECTION V. REPEAL

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

APPROVED this _____ day of _____, 2025

Franklin J. Eubank, Jr.,
Village President

ATTEST:

Sally Jo Huggins, Village Clerk

PASSED: _____
APPROVED: _____
PUBLISHED IN
PAMPHLET FORM: _____



Agenda Item Executive Summary

Item Name

REVIEW OF FENCE EASEMENT AGREEMENT
POLICY

Committee or
Board

Committee

BUDGET IMPACT			
Amount:	N/A	Budgeted:	N/A
List what fund:	N/A		

EXECUTIVE SUMMARY

The Village’s current policy requires fence easement agreements when residents wish to build directly along property lines. This has led to administrative challenges, including delays in permit approvals and complications when neighbors decline to sign the agreement.

The Village Building Official, who serves multiple jurisdictions, has observed that approximately 75% of the communities he works with allow fences to be built directly on the property line. However, some towns – such as Stillman Valley and Polo – require an 18-inch setback instead. He has not provided a recommendation to the Village Board on which approach to adopt, noting that both options carry advantages and drawbacks.

On one hand, allowing fences on the property line enables residents to fully utilize their property. On the other hand, it can lead to complications when property ownership changes. For example, if a new owner removes a fence that a neighbor relied on, it may result in disputes over access and maintenance.

Revisiting this policy aligns with one of the Village’s Short-Term Routine Strategic Goals: Reduce Bureaucracy/Red Tape. Standardizing the setback requirement – whether at the line or offset – could simplify the permitting process and help reduce future conflicts between neighbors.

ATTACHMENTS (PLEASE LIST)

Ordinance 2018-13, Current Fence Easement Agreement

ACTION REQUESTED

- ☒For Discussion Only
- ☐Resolution
- ☐Ordinance
- ☐Motion:

MOTION:

Staff:

Joseph Dienberg, Village Administrator

Date:

5/21/25

ORDINANCE NO. 2018- 13

**AN ORDINANCE REVOKING, REPLACING, AND SUPERSEDING
RESIDENTIAL LANDSCAPE ORDINANCE (NO. 00-06)
AND
AMENDING
PUBLIC HEALTH REGULATIONS ORDINANCE (NO. 308)**

WHEREAS, the Village of Winnebago Board of Trustees on July 10, 2000, previously passed Ordinance No. 00-06 titled as the Residential Landscape Ordinance; and

WHEREAS, prior thereto on May 2, 1958, the Village Board of Trustees passed Ordinance No. 308 dealing with regulations for the protection and preservation of the public health and safety of the citizenry of the Village of Winnebago, IL, and

WHEREAS, with the passage of time there have been changes in circumstances which make it prudent, and in the best interest of the citizens of the Village of Winnebago to change and add to certain of the provisions in the Residential Landscape Ordinance (No. 00-06), and to amend certain provisions of the public health protection and preservation ordinance (No. 308); and

WHEREAS, to avoid confusion it is best to revoke, replace, and supersede Ordinance No. 00-06 with this instant new ordinance, and to amend provisions of Ordinance No. 308 by this new ordinance.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Winnebago, Winnebago County, Illinois, as follows:

SECTION 1

The Residential Landscape Ordinance previously passed as Ordinance No. 00-06 on

July 10, 2000, shall be, and hereby is, revoked and superseded and replaced with the following language:

ARTICLE I
OBNOXIOUS WEEDS, BUSHES, AND HEAVY UNDERGROWTH

- A. **VIOLATION.** It shall be unlawful for any person, firm, or corporation owning, leasing, occupying, or controlling any premises or plot of ground, including the area abutting any public streets, alleyways, roads or other rights of way commonly referred to as parkways, to permit the growth upon it of any obnoxious weeds, bushes, and heavy undergrowth which serve as a breeding place for mosquitoes and other insects and rodents. Such obnoxious weeds, bushes, and heavy undergrowth are defined as any of those which at any time exceed 10 inches in height. Such obnoxious weeds, bushes, and heavy undergrowth are hereby declared to be a public nuisance. All such obnoxious weed, bushes, and heavy undergrowth shall be pulled, cut, and destroyed by any person, firm, or corporation owning, leasing, occupying, or controlling the premises or plot of ground whenever the grass has reached a height of 8 inches.
- B. **REMOVAL BY VILLAGE.** Whenever any person, firm, or corporation owning, leasing, occupying, or controlling any premises or plot of ground, including the associated park ways or right of ways abutting those properties and located within the Village, refuses or neglects to cut, pull, or otherwise destroy the obnoxious weeds, bushes, or heavy undergrowth, after notice is provided in the manner prescribed in Article VII hereinbelow, the Public Works Department, or its designee, shall proceed to pull, cut, or otherwise destroy the obnoxious weeds, bushes, or heavy undergrowth. A fee of Two hundred and 00/100 dollars

(\$200.00) per residential lot up to one (1) acre, plus an additional Two hundred and 00/100 dollars (\$200.00) for each additional residential acre or part thereof, or a cost of Three hundred and 00/100 dollars (\$300.00) for up to a one (1) acre commercial lot, plus an additional Two hundred dollars (\$200.00) for each additional acre or part thereof of a commercial lot, shall be charged for pulling, cutting, or destroying the obnoxious weeds, bushes or heavy undergrowth, and collected from the person, firm, or corporation owning, leasing, occupying, or controlling the premises or plot of ground. Such expense shall be charged to and paid by the owner or occupant and shall be collected by the Village by suit or otherwise. The above charges shall be in addition to the fines and penalties imposed for violation as set forth in Article VI hereinbelow.

- C. **NOTICE OF LIEN.** The Village of Winnebago within thirty (30) days after the costs and expenses of pulling, cutting, or destroying obnoxious weeds, bushes, or heavy undergrowth is incurred shall file notice of a lien in the Office of the Recorder of Deeds of Winnebago County if the invoice is not paid. Said notice shall consist of a sworn statement setting out the description of the premises or plot of ground, the amount of money representing the costs and expenses incurred, and the date or dates when said costs or expenses were incurred by the Village of Winnebago.

ARTICLE II
SHRUBS AND TREES

- A. **GENERAL MAINTENANCE STANDARDS.** Every property owner must maintain the trees and shrubs, and any other vegetation, on his or her property and

on the parkways abutting his or her property in a safe and healthy manner; must keep trees and shrubs , and any other vegetation, properly watered, trimmed, pruned, sprayed, treated, and preserved so as to avoid disease, insect infestation, or other conditions detrimental to such trees and to avoid hazards to persons, property, and other vegetation; and must remove trees and shrubs, and any other vegetation, on her or his property that are so unsafe, unhealthy, diseased, or insect-infested as to constitute a hazard to persons, property, or other vegetation.

B. TREES NOT TO BE PLANTED AS PRIVATE TREES. No person, businesses, organization, corporation, etc., shall plant any of the following trees as private trees:

- (a) Aspen
- (b) Black locust
- (c) Box elder
- (d) Catalpa
- (e) Elms (all varieties)
- (f) Cottonwood
- (g) Poplar
- (h) Soft (silver) maple
- (i) Tree of heaven (Ailanthus)
- (j) Willows

C. REMOVAL OF DISEASED, DEAD, AND DANGEROUS TREES.

1. Obstructions and Other Dangerous Conditions. Every owner or occupant of any house, building, lot, or premises in the Village, whether such owner or occupant is a business, corporation, organization, or individual person, must keep trees, shrubs, vines, and other vegetation located on her or his property trimmed and maintained so as to prevent the following and/or has a duty to remove the following:

(a) Any tree that is diseased, dead, dangerous, or likely to fall or that is otherwise so unsafe, unhealthy, or insect infected as to constitute a hazard to persons, property, or other vegetation;

(b) The obstruction of any street, pedestrian path, or designated Village path to any extent that interferes with free passage and clear view along such streets and paths and at any street or driveway intersection;

(c) The obstruction of any sewer, drainage way, or septic field;

(d) The dangerous proximity of any tree or other vegetation to public utility lines; or

(e) Any tree of a type prohibited by the terms of this ordinance..

2. Notice of Violation. If a tree or other vegetation has not been trimmed or cut as required by this ordinance, then the Village Building Official, or designee, must cause a written notice of violation to be issued as follows:

(a) The notice must be served personally or sent by certified mail to the person to whom was sent the last preceding general tax bill for the property on which the subject tree or trees are located, and a copy of the notice must be mailed to the occupant of such property.

(b) The notice must identify, in general, the affected tree or trees, or other vegetation, and the violation or violations. The notice also must state that the violation or violations must be cured within thirty (30) days after the date of delivery or mailing shown on the notice and that, thereafter, the Village may issue a citation and may itself undertake all action necessary to cure the violation or violations.

3. Village Action if Violation Not Cured; Costs and Expenses. If the owner of the property has not cured all violations stated in the notice within thirty (30) days after the date shown on the notice, then the Village, with its own forces or forces hired by the Village, may take all necessary actions to cause the violation or violations to be cured. The Village will assess all direct and indirect costs expenses incurred in connection therewith, including the costs of collection, against the property owner. If those costs and expenses are not paid by the property owner within thirty (30) days after receipt of a written invoice, then the Village may place a lien on the subject property and perfect that lien in the manner provided by law.

4. Inspections. The Village Building Official, or designee, may cause inspections and surveys to be conducted as necessary to determine the existence, nature, and extent of violations of this section, and the Village Building Official, or designee, will report the results of such inspections and surveys to the Village President, or designee.

5. Appeal. See the provisions of Article VII below for the appeal procedure.

**D. DEAD OR DISEASED SHRUBS AND TREES DECLARED
NUISANCE.**

Dead trees, tree branches, or dead bushes and shrubs, or other plants or parts thereof, as well as diseased plants of any type which threaten to spread disease to other plants or animals or harbor rodents or pests, or other vegetation located on private property that is maintained in violation of any of the foregoing

standards, are hereby declared to be a nuisance, unlawful, and subject to the penalty and removal and or remediation costs referenced herein.

ARTICLE III
SWIMMING POOLS

- A. **PURPOSE.** The provisions of this section shall control the design of barriers for residential swimming pool, spas, and hot tubs. These design controls are intended to provide protection against potential drownings and near drownings by restricting access to swimming pools, spas, and hot tubs.
- B. **DEFINITIONS.** For the purposes of this article, the terms used shall be defined as follows:
- 1. **ABOVE-GROUND/ON-GROUND POOL:** See definition of swimming pool.
 - 2. **BARRIER:** A fence, a wall, a building wall or a combination thereof which completely surrounds the swimming pool and obstructs access to the swimming pool.
 - 3. **HOT TUB:** see definition of swimming pool.
 - 4. **IN-GROUND POOL:** see definition of swimming pool.
 - 5. **RESIDENTIAL:** That which is situated on the premises of a detached one-or-two-family dwelling or a one-family townhouse not more than three stories in height.
 - 6. **SPA, NONPORTABLE:** See definition of swimming pool.
 - 7. **SPA, PORTABLE:** A nonpermanent structure intended for recreational bathing, in which all controls, water-heating, and water-circulating equipment are an integral part of the product and which is cord-connected (not permanently electrically wired).
 - 8. **SWIMMING POOL:** Any structure intended for swimming or recreational bathing that contains water over 24 inches deep. This includes in-ground, above-ground, and on-ground swimming pools, hot tubs, and spas.

9. **SWIMMING POOL, INDOOR:** A swimming pool which is totally contained within a structure and surrounded on all four sides by walls of said structure.
10. **SWIMMING POOL, OUTDOOR:** Any swimming pool which is not an indoor pool.

C. LOCATION AND STRUCTURAL DESIGN.

1. **LOCATION.** No swimming pool shall encroach on any front or side yard required by the governing subdivision and zoning ordinances. A wall of a swimming pool shall not be located less than 6 feet from any rear or side property line or 10 feet from any street property line.
2. **STRUCTURAL DESIGN.** The pool structure shall be engineered and designed to withstand the expected forces to which the pool will be subjected.
3. **WALL SLOPES.** To a depth up to 2 feet 9 inches from the top, the wall slope shall not be more than one unit horizontal in five units vertical. (1:5)
4. **FLOOR SLOPES.** The slope of the floor on the shallow side of the transition point shall not exceed one unit vertical to seven units horizontal (1:7). The transition point between shallow and deep water shall not be more than 5 feet.
5. **SURFACE CLEANING.** All swimming pools shall be provided with a recirculating skimming device or overflow gutters to remove scum and foreign matter from the surface of the water. Where skimmers are used for private pools, there shall be at least one skimming device for each 1,000 square feet. Overflow gutters shall not be less than 3 inches deep and shall be pitched to a slope of one unit vertical to 48 units horizontal (1:48) toward drains, and constructed so that such gutters are safe, cleanable, and that matter entering the gutters will not be washed out by a sudden surge of entering water.
6. **STEPS AND LADDERS.** At least one means of egress shall be provided from private pools. Treads of steps and ladders shall have slip-resistant surfaces and handrails on both sides, except that handrails are not required where there are not more than four steps or where the steps extend the full width of the side or end of the

pool. Treads and risers of the pool steps shall conform to the following:

- (a) Step treads shall have a minimum unobstructed horizontal depth of 10 inches and a minimum unobstructed surface area of 240 square inches.
- (b) Risers shall have a maximum uniform height of 12 inches as measured at the centerline of the tread. The height of the bottom riser shall not vary more than plus or minus 2 inches from the uniform riser height.

- D. **WATER SUPPLY.** The swimming pool owner shall be responsible for providing the swimming pool with a potable water supply, free of cross-connections with the pool or its equipment. Private swimming pools shall be designed and installed so that there is a pool water turnover at least once every 18 hours. Filters shall not filter water at a rate in excess of 5 gallons per minute per square foot of surface area. The pool owner shall be responsible for being instructed in the care and maintenance of the pool by the supplier or builder, including treatment with high-test calcium hypochlorite (dry chlorine), sodium hypochlorite (liquid chlorine), or equally effective germicide and algacide, and the importance of proper pH (alkalinity and acidity) control.

The swimming pool and equipment shall be equipped to be emptied completely of water, and the discharged water shall be disposed of in an approved manner that will not create a nuisance to adjoining property.

- E. **APPURTENANT STRUCTURES AND ACCESSORIES.** All appurtenant structures, installations, and equipment, such as showers, dressing rooms, equipment houses, or other buildings and structures, including, but not limited to, plumbing, heating, and air conditioning systems, shall comply with all applicable

codes and ordinances. All swimming pool accessories shall be designed, constructed, and installed so as not to be a safety hazard. Installations or structures for diving purposes shall be properly anchored to ensure stability.

F. ENCLOSURES FOR PRIVATE SWIMMING POOL, SPAS, AND HOT

TUBS. An outdoor private swimming pool, including an in-ground, above-ground, or on-ground pool, hot tub, or spa shall be provided with a barrier which shall comply with the following:

1. A wall or fence enclosure of four (4) feet minimum height shall be constructed to completely enclose the pool area for all swimming pools built below the ground level and those swimming pools built above ground level of less than four (4) feet in height, as well as all hot tubs and spas. These fences shall be equipped with self-closing and self-latching devices placed in such a manner as to be an effective barrier to small children. Openings in the barrier shall not allow passage of a sphere four (4) inches in diameter or larger.
2. All above ground swimming pools of four (4) feet height or more need not have an additional fence or a wall enclosure. Each of these pools, however, shall have retractable ladders installed in such a way as to be an effective barrier to small children. It shall be the responsibility of the owners, tenants, or agents of said pools to enforce to provisions of this section and to see that said retractable ladders are effective barriers to small children.

G. LOCATION PERMIT REQUIRED. Prior to the commencement of any

construction or installation of a swimming pool, a location permit shall be secured from the Village Building Official. The fee for a location permit shall be the same as for other types of construction in the Village, but in no instance shall the fee for the permit be less than Fifty and 00/100 dollars (\$50.00).

H. LIABILITY OF AGENT OR TENANT FOR VIOLATION. Any person in

possession of the property, either as agent or tenant in any manner or form, shall

be equally liable with the owners of said property for the violation of this ordinance.

ARTICLE IV
FENCES AND WALLS

A. **LOCATION.** All boundary line fences shall be located entirely within the private property of the person, firm, or corporation constructing or causing construction of such fence.

B. **INSTALLATION AND MAINTENANCE.**

1. Every new fence installation shall require a permit. The permit application must be filed with the Village office and the permit paid for before installation begins. **Amount for permit**
2. Every fence shall be constructed in a professional and workmanlike manner, and of substantial material reasonably suitable for the purpose for which the fence is proposed to be used. The materials and design shall also be compatible with other structures in the area in which the fence is located and shall not cause blight or a negative impact.
3. Every fence shall be maintained in a condition of reasonable repair and shall not be allowed to become and remain in a condition of disrepair or danger, or constitute a nuisance, public or private. Any such fence which is or has become dangerous to the public safety, health, or welfare is a public nuisance, and the Village shall commence proper proceedings for the abatement thereof.
4. All posts or similar instruments used in the construction of fences shall be faced inward toward the property being fenced.

C. **ACCESS.** All fences shall be provided with a gate which affords reasonable and convenient access for public safety.

D. **FENCES PROHIBITED.** Barbed wire fences and electric fences shall be prohibited within the Village except within District 6 – Agricultural and District 7 – Limited Agricultural when related to farming, and hobby farms.

E. EASEMENTS – PUBLIC & PRIVATE.

- 1. UTILITY AND DRAINAGE EASEMENT. Fences may be constructed within public and private utility and drainage easements provided that:
 - a. The fence and its design is approved by the Village Engineer.
 - b. Removal of the fence or a portion thereof for the purpose of utilizing the easement shall be at the property owner’s expense.
- 2. MAINTENANCE. The Village may require a property owner to secure an easement from an abutting property owner for the necessary maintenance of a proposed fence if such structure is located within two (2) feet of the property line, which easement shall be in substantially the following form:

Fence Easement Agreement

Village of Winnebago

This agreement is entered into by and between, _____

And _____

And _____ And _____

And _____

_____	_____
Property owner signature	Legal description of property lot, block & development

_____	_____
Property owner signature	Legal description of property lot, block & development

_____	_____
Property owner signature	Legal description of property lot, block & development

_____	_____
Property owner signature	Legal description of property lot, block & development

The above property owners agree to allow an easement for a fence to be placed closer to the property line than three (3) feet. The property owners also agree to allow the property owner to continue necessary maintenance of the fence and allow them an easement for the maintenance of the fence, which may include trespassing onto the adjacent property.

The fence will be constructed _____ feet from the property line.

A site plan of the property and location of the fence is attached and part of this agreement. The fence will be constructed of _____

And will be _____ feet high.

In the event of any dispute or legal action between the parties concerning the enforcement or interpretation of this agreement each party shall be responsible for their own attorney's fees.

This Agreement is entered into on the _____ day of _____, 20 _____

In the Village of Winnebago, County of Winnebago, State of Illinois.

I hereby certify that I have witnessed the signatures on this document and have verified their names and addresses.

Notary Signature _____ Notary Seal:

Date _____

F. **RESIDENTIAL DISTRICT FENCES.** All residential district fences shall be placed within the property being fenced.

1. **CORNER LOTS.** No fence, wall or planting shall rise over three (3) feet in height above the street curb level within **twenty (20) feet of any street right-of-way corner**, so as to interfere with traffic visibility.
2. **RESIDENTIAL DISTRICT - SIDE YARD.** No fence or wall, other than a retaining wall, along a side lot line in a residential district, shall be higher than six (6) feet unless the adjoining lot is not in the residential district.

Pursuant to the Zoning Ordinance the distance should be 30 feet

3. **RESIDENTIAL DISTRICT – REAR YARD.** Fences having a height of six (6) feet or less may be located within the required rear yard in any residential district.
- G. **NON-RESIDENTIAL DISTRICTS – FENCES AND WALLS.** Required walls or fences used as screens between a residential district and a non-residential district shall be of not less than 90% opacity and not less than five (5), nor more than seven (7) feet in height above the level of the residential district boundary. The height regulations shall not apply to screens of parking and loading areas.
- H. **PLANTINGS.** Screen plantings may be substituted for walls or fences, provided such plantings are of such type as to permit a minimum of 90% opacity during all months of the year.
- I. **EXCEPTIONS.** Walls or fences of lesser or greater heights or planting screens of lesser opacity or otherwise not conforming with the subdivision may be permitted by the Zoning and Planning Board if there is a finding that the nature of the use being screened is such that a lesser or greater degree of screening will be adequately promote and protect the use and enjoyment of the properties within the adjacent residential district, or there is a finding that the screening of the type required by this article would interfere with the provisions of adequate amounts of light and air to the same said properties.

ARTICLE V
PUBLIC WAY OBSTRUCTIONS

- A. It shall be unlawful for any person to:
1. Cause, create, or maintain any unauthorized obstruction of any public street, driveway, curb, gutter, alley, parkway, sidewalk, drainage ditch, or other public way;

2. Deposit grass, leaves, yard waste, or snow from a private lot, private driveway, street, drainage ditch, or parking lot in a manner causing or creating obstruction of any other such private facilities or any public street, driveway, curb, gutter, alley, parkway, sidewalk, drainage ditch, or other public way; and
3. Obstruct any drain on any public street, alley, parkway, drainage ditch, or other property easement.

B. It shall be unlawful for any person to:

1. Plow or otherwise remove accumulated snow from a private parking lot and deposit the same on a Village street or right-of-way.
2. Plow snow from a private driveway and deposit same on a Village street in such a manner to decrease the drivable width of any such street;
3. Plow snow from a private driveway and deposit the same in such a manner as to block or decrease the useable width of other private driveway or to block a fire hydrant; and
4. Rake, blow, or otherwise deposit grass, leaves, or yard waste from private property onto a Village street or right-of-way.

ARTICLE VI **FINES AND PENALTIES**

Any person, firm, corporation or organization violating any provision of this ordinance shall be guilty of a petty offense and, upon conviction thereof, shall be punishable by a fine not to exceed Seven hundred fifty and 00/100 dollars (\$750.00). A person, firm, corporation, or organization shall be deemed guilty of a separate offense for each day during any portion of which a violation of this ordinance is committed, continued, or permitted by the person, firm, corporation, or organization and shall be punishable as herein provided.

nt
 Officer,
 Village
 Building
 Official, or
 their
 designee

ARTICLE VII
ENFORCEMENT, VARIANCES, AND APPEAL

A. NOTICE OF VIOLATION.

1. **The Village Building Official** shall be responsible for enforcement of this ordinance. The Village Building Official shall serve or cause to be served notice in writing upon the person, firm, or corporation owning, leasing, occupying, or controlling the premises or plot of ground to the last known address of that person, firm, or corporation deemed to be in violation of the ordinance. Such notice shall demand compliance with the requirements of this ordinance **within a reasonable period of time**. The failure to remedy the violation within the time period prescribed by the written notice shall constitute a violation of this ordinance.
2. Any person not in compliance with any required provision of this ordinance within a reasonable period of time after the above notice has been sent, shall be subject to the fines and penalties referenced in Article VI hereinabove, as well as the cost of any required removal or remediation as described above.
3. In addition to other remedies as specified in this ordinance, the Village may institute any appropriate action or proceeding to prevent, restrain, correct, or abate any violation of this ordinance, including such actions as may be necessary for the Village to recoup costs incurred and reasonable attorney fees in pursuance of the enforcement of this ordinance.

**Specific
 amount of
 time**

- B. VARIANCES.** Any applicant requesting a variance from any provision of this ordinance shall submit such a request according to the normal and established procedures of the Village Zoning Board, which entity shall decide by a majority vote whether the requested variance shall be granted or denied. An applicant who is dissatisfied with the decision of the Village Zoning Board may appeal the decision to the Village Board of Trustees according to the procedure stated hereinbelow.

C. APPEALS.

1. An appeal may be taken to the Board of Trustees from any order, requirements, decision or determination made by the Village Building Official or the Zoning Board in the enforcement of this ordinance, which appeal shall act as a stay of all proceedings in furtherance of the action appealed from until a final decision is made by the Village Board of Trustees. In order for a decision of the Village Zoning Board to be overridden by the Village Board of Trustees, a two- thirds (2/3) affirmative vote of the Village Board of Trustees shall be required.
2. All final decisions of the Village Board of Trustees under this section shall be subject to judicial review pursuant to the provisions of the Administrative Review Act covered by Illinois Compiled Statutes, Ch. 110 Section 5/3-101 et seq.

ARTICLE VIII
AMENDMENTS

This ordinance may be amended in whole or in part by a simple majority vote of the members of the Village Board of Trustees.

ARTICLE IX
EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law. If any section of this ordinance shall be found to be unconstitutional or otherwise unenforceable, all remaining sections shall remain in full force and effect.

SECTION 2

AMENDMENT OF ORDINANCE NO. 308 DATED MAY 2, 1958

Division 3 of Section I of Ordinance No. 308 is deleted in its entirety, and Division 4 of Article I of Ordinance No. 308 is deleted only insofar as it relates to the penalty for noxious weeds. These divisions shall be superseded and replaced by Section 1 Article 1, Sub-sections A,

B, and C above as contained in the instant ordinance. All other parts of said Ordinance No. 308 not in conflict herewith shall remain in full force and effect.

SECTION 3—EFFECTIVE DATE OF INSTANT ORDINANCE NO. 2018-_____

This Ordinance No. 2018-_____ shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as required by law. If any section of this ordinance shall be found to be unconstitutional or otherwise unenforceable, all remaining sections shall remain in full force and effect.

PASSED and adopted by the Village Board this day of _____, 2018.

APPROVED:

By: _____
Franklin J. Eubank, Jr., President of the
Village of Winnebago

ATTEST:

Sally Jo Huggins, Village Clerk

Ayes: _____
Nays: _____
Absent: _____

PASSED: _____
APPROVED: _____
PUBLISHED IN
PAMPHLET FORM: _____
RECORDED: _____

Fence Easement Agreement

***This page to be filled by property owner requesting the easement agreement**

FOR OFFICE USE ONLY:

Building Permit #: _____

To be filled out once assigned

Property Address & PIN: _____

This agreement is entered into by and between, _____
(Property Owner(s))

And _____ at _____
(Adjacent Property Owner(s)) (Address & PIN)

And _____ at _____
(Adjacent Property Owner(s)) (Address & PIN)

And _____ at _____
(Adjacent Property Owner(s)) (Address & PIN)

And _____ at _____
(Adjacent Property Owner(s)) (Address & PIN)

Property owner _____ owns the property located at _____,
Winnebago, IL, and desires to place a fence on his or her property less than three (3) feet from the property line.
The other property owners listed above are adjacent property owners to the property owner constructing or having
the fence constructed.

The above adjacent property owners agree to allow an easement for a fence to be placed less than three (3) feet
from the property line. The adjacent property owners also agree to allow the property owner to continue necessary
maintenance of the fence and allow an easement for the maintenance of the fence, which may include stepping
onto the adjacent property.

The fence will be constructed _____ feet from the property line.

A site plan of the property and location of the fence is attached and part of this agreement. The fence will be
constructed of _____

And will be _____ feet high.

In the event of any dispute or legal action between the parties concerning the enforcement of interpretation of this
agreement each party shall be responsible for his/her own attorney's fees. This Agreement is entered into on the
___ day of _____, 20__ in the Village of Winnebago, County of Winnebago, State of Illinois.

*** Please complete the attached documents and ensure they are notarized by all involved property owners.**

Regarding (Address) _____ at (PIN) _____

The signature of each of the property owners is being notarized, as provided for hereinbelow, with a separate notary section completed for each separate signer

Applicant Property Owner Signature_____
Applicant Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO)
)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

Applicant Property Owner Signature_____
Applicant Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
)
COUNTY OF WINNEBAGO)
)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

Regarding (Address) _____ at (PIN) _____

The signature of each of the property owners is being notarized, as provided for hereinbelow, with a separate notary section completed for each separate signer

Adjacent Property Owner Signature_____
Adjacent Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

Adjacent Property Owner Signature_____
Adjacent Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

Regarding (Address) _____ at (PIN) _____

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Adjacent Property Owner Signature_____
Adjacent Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
)
) SS
COUNTY OF WINNEBAGO)

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Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

Adjacent Property Owner Signature_____
Adjacent Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
)
) SS
COUNTY OF WINNEBAGO)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

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Adjacent Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
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) SS
COUNTY OF WINNEBAGO)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

Adjacent Property Owner Signature_____
Adjacent Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
)
) SS
COUNTY OF WINNEBAGO)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

Regarding (Address) _____ at (PIN) _____

The signature of each of the property owners is being notarized, as provided for hereinbelow, with a separate notary section completed for each separate signer

Adjacent Property Owner Signature_____
Adjacent Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
)
) SS
COUNTY OF WINNEBAGO)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal:

Adjacent Property Owner Signature_____
Adjacent Property Owner Name_____
Address, with zip code_____
Address PIN

STATE OF ILLINOIS)
)
) SS
COUNTY OF WINNEBAGO)

The undersigned, a Notary Public in and for the State of Illinois and County of Winnebago, hereby certify that _____ appeared before me this _____ day of _____, 202_, presented sufficient identification to verify identity, and signed the above document as his/her free and voluntary act for the use and purpose set forth therein.

Signature of Notary Public

_____, Notary Public

Print Name of Notary Public

Notary Seal: